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S E T T L E D A N D A P P R O V E D

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G I L B E R T H O R S M A N,

Late of LINCOLN'S INN, Esq;

A N D O T H E R

E M I N E N T C O U N S E L.

I N T H R E E V O L U M E S,
W I T H P R O P E R T A B L E S.

V O L U M E T H E S E C O N D.

L O N D O N:

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M D C C L X X V .

PRECEDENTS

CONSTITUTIONAL

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C O N V E Y A N C I N G .

V O L. II.

Gift, Deed of.

A deed of gift, &c. of a considerable sum of money by an aunt to her nephew: In consideration of which he covenants to pay her an annuity during her life.

THIS indenture made the fourth day of *November anno Domini 1726*, and the thirteenth year of the reign, &c. between *Agnes Alkin* of, &c. spinster, of the one part, and *Benedict Alkin* of, &c. esq; nephew of the said *Agnes Alkin*, of the other part. Whereas the said *Agnes Alkin* hath on or before the day of the date hereof paid into the hands of the said *Benedict Alkin* the sum of 10000 *l.* of lawful money of *Great Britain*, the receipt and payment whereof accordingly he the said *Benedict Alkin* doth hereby acknowledge: Now this indenture witnesseth, that in consideration of the natural love and affection which the said *Agnes Alkin* hath and beareth unto the said *Benedict Alkin* her nephew, and of the covenant and agreement herein after contained on the part and behalf of the said *Benedict Alkin*, and to the end and intent to vest the absolute property of the said sum of 10000 *l.* in him the said *Benedict Alkin*, his executors and administrators, to and for his and their own use and benefit, without any account to be given for the same, she the said *Agnes Alkin* hath given, granted, and by these presents doth for herself, her

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tions.

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B

executors

The gift of the money.

The covenant to pay the annuity.

executors and administrators, absolutely give and grant unto the said *Benedict Alkin*, his executors, administrators and assigns, the said sum of 10000*l.* and every part thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of her the said *Agnes Alkin*, both at law and in equity, of, into or out of the same 10000*l.* every or any part thereof; to have, hold, take, retain and enjoy the said sum of 10000*l.* and every part thereof, unto him the said *Benedict Alkin*, his executors, administrators and assigns, from henceforth absolutely and forever, to and for his and their own use and benefit, and as his and their own goods and chattels. And this indenture farther witnesseth, and the said *Benedict Alkin* in consideration of the premises doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Agnes Alkin*, her executors and administrators, that he the said *Benedict Alkin*, his heirs, executors and administrators, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *Agnes Alkin* and her assigns, for and during the term of her natural life, one annuity or yearly sum of 400*l.* of lawful money of *Great Britain*, free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise, at or in the common dining-hall of *Lincoln's Inn* in the county of *Middlesex*, yearly and every year, at or upon the four most usual feasts or days of payment in the year, that is to say [*here the feasts*] by even and equal portions; the first payment thereof to begin and be made upon the feast-day of [*here the first feast*] next ensuing the date hereof. In witness, &c.

Grants.

- No. 1. *Conveyance of annuities (charged on lands) by husband and wife, and their trustees infants, under an order of chancery upon the act of parliament, the conveyance being by lease, release, and fine to be levied by husband and wife.*

THIS indenture tripartite made the ninth day of *June* anno Domini 1729, and in the third year of the reign of our sovereign Lord *George* the second, by the grace of God of *Great Britain, France and Ireland*, king, defender of the faith, &c. between *Andrew Allen* of *Bitton* in the county of *Cumberland*, gent. and *Delia* his wife, of the first part, *Delia Allen* and *Eliza Allen* infants, under the age of twenty-one years, and grand-daughters and coheirs of *Andrew Allen* senior, late of *Bitton* aforesaid gent. deceased, who survived *Fulk Fox*, late of *London*

Precedents in Conveyancing.

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London draper, also deceased (which said *Andrew Allen* and *Fulk Fox* deceased were trustees named in the indenture of settlement herein after mentioned, made previous to and in order to the marriage of *Gregory Gill* and *Delia* his wife, herein after named) of the second part, and *Hector Hill* of *Font* in the county of *Kent*, esq; of the third part. Whereas *Lewis Gill*, late citizen and ironmonger of *London*, deceased, in and by his last will and testament in writing by him duly executed, bearing date on or about the fifth day of *May* which was in the year of our Lord 1690, did (amongst other devises and bequests therein contained) will and declare, that out of his two messuages or tenements, with the appurtenances, in *Milkstreet* in the parish of *St. Nicholas London*, the one of them then in his own occupation, and the other of them then in the holding or occupation of *Nicholas Norris* oilman, or his assigns (from and after his wife's death) his grandson *Oliver Gill* and his heirs should have and receive the yearly rent or sum of 25*l.* and his grandson *Peter Gill* and his heirs the annual rent or sum of 20*l.* and his grandson *Gregory Gill* and his heirs the like annual rent or sum of 20*l.* intending the said two messuages or tenements should be for ever subject to and stand charged with the said several yearly rents, to be paid from time to time to his said grandsons, *Oliver*, *Peter* and *Gregory* respectively, and to their respective heirs and assigns, at the four most usual feasts or quarter-days in the year (*viz.*) *Lady-day*, *Midsummer*, *Michaelmas* and *Christmas*, by even portions; the first payment to commence on such of the same quarter-days as should first happen after his wife's death, with power of entry and distress for non-payment by the space of thirty-one days next after any of the same feasts (being demanded). And as to the fee, reversion and inheritance of the same two messuages or tenements, his will and mind was, that the same should remain and go to his grandson *Lewis Gill*, his heirs and assigns for ever, subject to the several rents and payments aforesaid: and if it should happen that his grandson *Lewis* should die before he attained the age of twenty-three years without issue, living his said grandson *Oliver*, and that the said messuages or tenements in *Milkstreet* should come to the said *Oliver* as heir to the said *Lewis* his brother, then his said grandsons *Peter* and *Gregory*, and their heirs, should have and receive out of the same messuages or tenements the yearly rents or sums of 30*l.* a-piece (that is to say) 10*l.* a-piece more than the former annuities; the same to be paid in like manner as the said yearly sums of 20*l.* were therein before appointed to be paid, and with like power of distress as aforesaid. And whereas the said testator's wife is since dead, and his said grandson *Lewis Gill* is since also dead without issue, and before he attained his age of twenty-three years, whereby the said two messuages or tenements and premisses did descend and come to the said *Oliver Gill* as his brother and heir, whereby the said *Gregory Gill* became seized of and intitled as well to the said annuity of 20*l.* as to the said farther annuity of 10*l.* (making together the yearly

A will of the former owner of the estate recited,

charging annuities in fee.

Deaths recited, whereby two annuities vested in one person.

Deeds of marriage settlement recited whereby the said two annuities were vested in trustees.

Indentures of lease and release, and fine recited,

whereby the owner of the annuities and his wife conveyed them in fee.

Recital of an agreement for the absolute purchase of them, and that the legal estate is in the infants.

Consideration.

Grant &c. by the infants trustees,

rent or sum of 30*l.*) so given to him and his heirs as aforesaid. And whereas by indentures of lease and release, and settlement (made previous and in order to the marriage of the said *Gregory Gill* and *Delia* his wife) bearing date respectively on or about the second and third days of *November* which was in the year of our Lord 1709 (the release and settlement being tripartite, and made or mentioned to be made between the said *Gregory Gill* of the first part, the said *Delia* his wife by the name of *Delia Allen* spinster, of the second part, and the said *Fulk Fox* and *Andrew Allen* senior, of the third part) the said two last mentioned annuities, yearly rents or sums of 20*l.* and 10*l.* were conveyed and limited unto and to the use of the said *Fulk Fox* and *Andrew Allen* senior, their heirs and assigns, to the use of or in trust for the said *Gregory Gill* for his life, remainder to the said *Delia Allen* his intended wife for her life, remainder to the heirs of the body of the said *Delia* by the said *Gregory Gill*, with the last remainder to the right heirs of the said *Gregory Gill*. And whereas by indentures of lease and release, bearing date respectively on or about the 13th and 14th days of *November* which was in the year of our Lord 1727, and by fine in the same indenture covenanted to be levied (and since duly levied accordingly) for the considerations in the same indenture of release mentioned, they the said *Gregory Gill* and *Delia* his wife did absolutely sell and convey the said two last mentioned annuities, yearly rents or sums of 20*l.* and 10*l.* and all their estate and interest therein, unto and to the use of the said *Andrew Allen*, party hereto, his heirs and assigns for ever, as in and by the said recited will and indentures, relation being thereunto severally had, may more fully and at large appear: And whereas the said *Hector Hill* hath contracted and agreed with the said *Andrew Allen*, party hereunto, for the absolute purchase of the said two last mentioned annuities, yearly rents or sums of 20*l.* and 10*l.* for the sum or price of 600*l.* of lawful money of *Great Britain*: And whereas the legal estate and inheritance of the same annuities doth yet remain in the said *Delia Allen* and *Eliza Allen* the infants, but in trust nevertheless for the said *Andrew Allen*, party hereunto, his heirs and assigns: now this indenture witnesseth, that for and in consideration of the sum of 600*l.* of lawful money of *Great Britain*, to the said *Andrew Allen* party hereunto in hand paid by the said *Hector Hill*, at or before the enſealing and delivery of these presents, the receipt whereof he the said *Andrew Allen*, party hereunto, doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Hector Hill*, his heirs, executors, administrators and assigns, and every of them for ever by these presents, and for and in consideration of the sum of 10*s.* of like lawful money, to the said *Delia Allen* and *Eliza Allen* the infants in hand paid by the said *Hector Hill*, at or before the enſealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *Delia Allen* and *Eliza Allen* the infants, at the request and by the direction and appointment of the said

Andrew

Andrew Allen, party hereunto (testified by his sealing and delivery of these presents) and in performance of the trust reposed in the said *Andrew Allen* deceased as aforesaid, and also by force and virtue of the late act of parliament made in the seventh year of the reign of her late majesty queen *Anne* [intituled, an act to enable infants who are seised or possessed of estates in fee in trust, or by way of mortgage, to make conveyances of such estates] and in obedience to an order of the high court of chancery, made in pursuance of the said act on the 28th day of *January* now last past, upon the petition of the said *Andrew Allen*, party hereunto in that behalf; and also the said *Andrew Allen*, party hereunto, and *Delia* his wife, have, and each and every of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do, and each and every of them doth grant, bargain, sell, alien, release and confirm unto the said *Hector Hill*, his heirs and assigns, all those the said two last mentioned annuities, yearly rents or sums of 20*l.* and 10*l.* (making together the yearly rent or sum of 30*l.*) of lawful money of *Great Britain*, with the appurtenances, yearly issuing and going, and to be for ever received and taken out of and from the aforesaid two messuages or tenements with their appurtenances in *Milkstreet*, in the parish of *St. Nicholas London* aforesaid, or one of them, which two messuages or tenements now are or late were in the several tenures, possessions or occupations of *Robert Rich* baker, and *Simon Slade* draper, or one of them, their or one of their assigns, lessees or undertenants; (all which said two last mentioned annuities, yearly rents or sums of 20*l.* and 10*l.* (making together the yearly rent or sum of 30*l.*) are now in the actual possession of the said *Hector Hill*, by virtue of a bargain and sale to him thereof made by the said *Andrew Allen*, party hereunto, and *Delia Allen* and *Eliza Allen* the infants, for the term of one whole year, in consideration of 5*s.* to them paid by the said *Hector Hill*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession, made and provided) and the reversion and reversions, remainder and remainders, yearly and other issues, profits and produce of the same annuities, yearly rents or sums, and of every part and parcel thereof, and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said *Andrew Allen* party hereunto, and *Delia* his wife, *Delia Allen* and *Eliza Allen* the infants, and of each and every or any of them, of, in, to or out of the said annuities, yearly rents or sums and premises hereby, or mentioned to be hereby granted and released, every or any part or parcel thereof, together with all powers and remedies given by the said recited will or otherwise, for recovering and receiving the same; and also all deeds, evidences, writings, escripts and muniments, touching or in any wise concerning the same rents and premises, or any part thereof, which they the said *Andrew Allen* party hereunto, and *Delia* his wife, and *Delia Allen* and *Eliza Allen* the infants,

(under the act of parliament for that purpose, and an order of chancery made upon petition) and by the present owner, to the purchaser.

General words.

Halendum.

Covenant that
the vendor and
his wife will levy
a fine, &c.

to the use of the
purchaser, &c.

Covenant that
the vendor or his
trustees are seized
in fee,

or any of them, now have or hath in their or any of their custodies, or can come by without suit in law; to have and to hold the said annuities, yearly rents or sums, and premises hereby, or mentioned or intended to be hereby granted and released, with the appurtenances, unto the said *Hector Hill*, his heirs and assigns, to and for the only proper use and behoof of the said *Hector Hill*, and of his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And the said *Andrew Allen*, party hereto, doth hereby for himself and the said *Delia* his wife, and his heirs, covenant, promise and grant, to and with the said *Hector Hill*, his heirs and assigns, that the said *Andrew Allen* party hereunto, and *Delia* his wife, shall and will at the costs and charges of the said *Hector Hill*, his heirs or assigns, as of *Hilary* term now last past, or before the end of *Easter* term now next ensuing, acknowledge and levy before his majesty's justices of the court of common pleas at *Westminster* one or more fine or fines, *sur consueance de droit come ceo*, &c. whereupon proclamations shall and may be had and made according to the form of the statute in that case made and provided, and the usual course of fines in such cases accustomed, unto the said *Hector Hill* and his heirs, of the said annuities, yearly rents or sums, and premises hereby, or mentioned or intended to be hereby granted and released, with the appurtenances, by such apt and convenient names and descriptions to ascertain the same as shall be thought meet; which said fine or fines so as aforesaid, or in any other manner, or at any other time or times levied or to be levied and acknowledged, and all and every other fine and fines, conveyances and assurances in the law whatsoever heretofore had, made, levied, acknowledged, suffered or executed, or hereafter to be had, made, levied, acknowledged, suffered or executed of the said hereby granted and released rents and premises, or any part thereof, by or between the said parties to these presents or any of them, or whereunto they or any of them are or shall be parties or privies, shall be and enure, and shall be adjudged, deemed, construed and taken, and so are and were meant and intended to be and enure, and are hereby declared and agreed, by and between all the said parties to these presents, to be and enure unto and for the only proper use and behoof of the said *Hector Hill*, and of his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And the said *Andrew Allen*, party hereunto, doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said *Hector Hill* his heirs and assigns, in manner and form following (that is to say) that (for and notwithstanding any act, matter or thing whatsoever, by the said *Andrew Allen* party hereto done or committed, or wittingly or willingly suffered to the contrary) they the said *Andrew Allen* party hereunto, and *Delia Allen* and *Eliza Allen* the infants, some or one of them now are and stand, or is and standeth lawfully, rightfully and absolutely seised, in their or some or one of their demesne as of fee, of and in the said annuities, yearly

yearly rents or sums, and premises hereby, or mentioned or intended to be hereby granted and released, of a good, sure, lawful, absolute and indefeazable estate of inheritance in fee-simple to them and their heirs, or the heirs of some or one of them, without any reversion, remainder, trust, limitation, power of revocation, use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void, lessen, incumber, or determine the same: and also that (for and notwithstanding any such act, matter or thing as aforesaid) they the said *Andrew Allen* party hereunto, and *Delia Allen* and *Eliza Allen* the infants, some or one of them, now have or hath in themselves, some or one of them, good right, full power, and lawful and absolute authority, to grant and convey the said annuities, yearly rents or sums, and premises hereby, or mentioned or intended to be hereby granted and released, with the appurtenances, unto and to the use of the said *Hector Hill*, his heirs and assigns, in manner aforesaid, and according to the purport, true intent and meaning of these presents: and farther, that it shall and may be lawful to and for the said *Hector Hill*, his heirs and assigns, from time to time, and at all times from and after *Michaelmas* which was in the year of our Lord 1728, peaceably and quietly to receive, take, have, hold, possess and enjoy the said annuities, yearly rents or sums, and premises hereby, or mentioned or intended to be hereby granted and released, with the appurtenances, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction or interruption, of or by the said *Andrew Allen* party hereunto, his heirs or assigns, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest, of, in, to or out of the same annuities, yearly rents or sums and premises, or any part thereof, from, by or under, or in trust for him, them, or any of them; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Andrew Allen*, party hereunto, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, titles of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, forfeitures, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered, by the said *Andrew Allen* party hereunto, his heirs or assigns, or of or by any other person or persons, lawfully claiming or to claim, from, by or under, or in trust for him, them, or any of them: and moreover, that he the said *Andrew Allen* party hereunto, and his heirs, and all and every other person and persons, having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title or interest, of, in, to or out of the said annuities, yearly rents or sums and premises, or any of them, or any part thereof,

and have power to convey.

And for quiet enjoyment,

free from incumbrances.

And for farther assurances.

Precedents in Conveyancing.

thereof, from, by or under, or in trust for him, them, or any of them, shall and will from time to time, and at all times hereafter, during the space of ten years next ensuing the date hereof, upon every reasonable request, and at the proper costs and charges in the law of the said *Hector Hill*, his heir or assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such farther and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, for the farther, better, more perfect and absolute granting, conveying and assuring of the said annuities, yearly rents or sums and premisses hereby, or mentioned or intended to be hereby granted and released, with the appurtenances, unto the said *Hector Hill*, his heirs and assigns, to his and their use, be the same by fine, feoffment, common recovery, or otherwise howsoever, as by the said *Hector Hill*, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised or devised and required, so as such farther assurances contain in them no farther or other warranty or covenants, then against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties, who shall be requested to make such farther assurances, be not compelled or compellable for making or doing thereof, to go or travel above five miles from his or their then respective dwellings or places of abode. In witness, &c.

No. 2.

A grant of the next presentation to a living.

Recital that
the grantors are
seised, &c.

The grant &c.

THIS indenture made the sixth day of June, anno Domini 1686, and in the second year of the reign of our sovereign Lord *James* the second, &c. between *Agnes Aston*, *Bona Aston*, and *Clara Aston*, spinsters, daughters and coheirs of Sir *David Aston* late of *London* bart. deceased, of the one part, and *Denzil Dent* of *Ewan* in the county of *Flint* esq; of the other part. Whereas the said *Agnes Aston*, *Bona Aston* and *Clara Aston*, stand seised to them and their heirs, of and in the patronage and free disposition and advowson of the rectory of the parish church of *Gobland* in the county of *Huntingdon*: Now this indenture witnesseth, that for and in consideration of a certain competent sum of lawful money of *England*, to the said *Agnes Aston*, *Bona Aston* and *Clara Aston*, some or one of them, in hand paid by the said *Denzil Dent*, at or before the enfealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and thereof and of every part and parcel thereof do, and every of them doth acquit, release and discharge the said *Denzil Dent*, and his executors and administrators for ever by these presents, they the said *Agnes Aston*, *Bona Aston* and *Clara Aston*, and every of them, have given, granted and assigned, and by these presents do and every of them doth give, grant and assign unto the said *Denzil Dent* and his assigns, the next presentation and free disposition of and
to

to the rectory of the parish-church aforesaid, for the next avoidance of the same only; so that it shall be lawful to and for the said *Denzil Dent* and his assigns, by force and virtue of these presents, any fit person to the said church to the diocesan of the same or any other competent judge in that behalf to present, when the same church shall by death, resignation, privation, cession, or by any other means happen to be void, and all and singular things which shall be necessary to be done in and about the premises, to do and accomplish as fully, freely and intirely, as the said *Agnes Aston*, *Bona Aston* and *Clara Aston*, or any of them, might have done, if these presents had not been made. In witness, &c.

A grant of the stewardship of manors.

No. 3.

TO all to whom these presents shall come, I *Arthur Astry senior*, of *Eardon* in the county of *Chester* gentleman, lord of the manors of *Dell* and *Enden* in reversion, expectant upon the death of dame *Eve Ellis* widow (to whom the same are limited for her life, in part of her jointure) send greeting. Know ye, that I the said *Arthur Astry* have given and granted, and by these presents as far as in me lies and I lawfully may, do give and grant unto *Francis Foy* of *Gand* in the said county of *Chester* esq; the office of stewardship of the said manors, and of every of them, and do constitute and appoint him the said *Francis Foy*, steward of the said manors and of every of them, there to keep and hold all courts belonging to the said manors or any of them, at the usual times the same have been accustomedly holden, and at such other times as he the said *Francis Foy* shall think fit and requisite; to have, hold and enjoy the said office of stewardship, and to take and receive all and singular the fees and profits thereto belonging by him the said *Francis Foy*, or his sufficient deputy, for and during such time as he the said *Francis Foy* shall well and faithfully demean and behave himself in his said office. In witness whereof I the said *Arthur Astry* have hereunto set my hand and seal this twelfth day of *August* in the eleventh year, &c. *Annoque Domini 1712.*

The grant.

A grant of annuity during the joint lives of the grantor and grantee, free from taxes, to issue out of certain lands, and a demise of the same lands for a long term to trustees, for the better securing the payment.

No. 4.

THIS Indenture tripartite made the tenth day of *March* anno Domini 1725, and in the twelfth year of the reign, &c. between *Austin Archer* of *Bidford* in the county of *Cambridge* esq; The parties. of

Precedents in Conveyancing.

The agreement
recited.

The considera-
tion.

The grant of
the annuity,

to issue out of
certain lands the
parcels,

of the first part, *David Dent* of *Eastham* in the said county of *Cambridge* esq; of the second part, and *Sir Francis Fox* of *Getten* in the county of *Hereford* baronet, and *John Fox* of *Kinnall* in the same county esq; of the third part. Whereas the said *David Dent* hath contracted and agreed with the said *Austin Archer* for the purchase of the annuity, yearly rent or sum of 400 l. of lawful money of *Great Britain* (herein after granted or mentioned to be granted to the said *David Dent*) for the joint lives of them the said *Austin Archer* and *David Dent*, free of taxes and all other deductions, for the sum or price of 2000 l. of lawful money of *Great Britain*: Now this indenture witnesseth, that in pursuance of the said recited agreement, and for and in consideration of the sum of 2000 l. of lawful money of *Great Britain*, to the said *Austin Archer* in hand paid by the said *David Dent*, at or before the enfealing and delivery of these presents, the receipt whereof he the said *Austin Archer* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *David Dent*, his executors, administrators and assigns, and every of them for ever by these presents, he the said *Austin Archer* hath given, granted and confirmed, and by these presents doth for himself and his heirs, executors and administrators, give, grant and confirm unto the said *David Dent* and his assigns, for and during the joint lives of them the said *Austin Archer* and *David Dent*, one annuity, yearly rent or sum of 400 l. of lawful money of *Great Britain*, to be issuing, going, payable, had, received and taken by and out of all those the manors or reputed manors of *Loke* and *Marton*, with their appurtenances, in the said county of *Cambridge*, and by and out of all that capital messuage or chief mansion-house of him the said *Austin Archer*, commonly called or known by the name of *Bidford* house, with the barns, stables, coach-houses, gardens, orchards, farm-lands, woods, hereditaments and appurtenances thereunto belonging, or therewith used or enjoyed, containing together by estimation 360 acres, be the same more or less, situate, lying and being in the parishes of *Loke*, *Newd* and *Olden*, some or one of them, in the said county of *Cambridge*, and some time heretofore in the tenure or occupation of *Paul Archer* esq; deceased, late father of the said *Austin Archer*, but now or late in the occupation of *Robert Rich*, his under-tenants or assigns, and by and out of all that capital messuage or farm known by the name of *Sam's* farm, with the barns, stables, outhouses, gardens, orchards, and several parcels of arable land, meadow, pasture, and woodland thereunto belonging, or therewith used or enjoyed, containing together by estimation 600 acres, more or less, situate, lying and being in the said several parishes of *Loke*, *Newd* and *Olden*, or one of them, and some time heretofore in the tenure or occupation of *Paul Archer*, but now or late of *Vincent Veal*, his under-tenants or assigns, and by and out of all those several pieces or parcels of fresh marsh-land, with their appurtenances, containing in the whole by estimation; [*here follow many more parcels*] to have, hold, receive, perceive, take and enjoy

enjoy the said annuity, yearly rent or sum of 400*l.* and every part thereof, unto the said *David Dent* and his assigns, for and during the joint lives of them the said *Austin Archer* and *David Dent*; the same annuity to be paid and payable to him the said *David Dent* and his assigns, at or in the common dining-hall of *Lincoln's Inn* in the county of *Middlesex*, by four equal quarterly payments, on the four several days of payment next herein after mentioned, that is to say, on the tenth day of *June*, the tenth day of *September*, the tenth day of *December*, and the tenth day of *March* in every year, by even and equal portions, without any deduction, defalcation or abatement out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause or thing whatsoever, taxed, charged or imposed, or to be taxed, charged or imposed upon the premises, or any part thereof, or upon the said *David Dent* or his assigns, for or in respect thereof, or of the said annuity or yearly rent of 400*l.* by authority of parliament or otherwise howsoever; the first payment thereof to begin and be made on the tenth day of *June* next ensuing the date hereof; and that in case the said annuity, yearly rent or sum of 400*l.* or any part thereof, shall happen to be behind or unpaid by the space of fourteen days next over or after any of the said quarterly days of payment, whereon the same is herein before appointed to be paid as aforesaid, then and so often, and from time to time, it shall and may be lawful to and for the said *David Dent* and his assigns, into and upon the said manors, messuages, farms, lands, tenements and hereditaments, or into and upon any part thereof, to enter and distrain for the same annuity or yearly sum of 400*l.* and all arrears thereof, and the distress and distresses then and there found to take, lead, drive, carry away and impound, and detain and keep, or otherwise to dispose thereof, according to due course of law, until he the said *David Dent* and his assigns, of the said annuity, yearly rent or sum of 400*l.* and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof, at the days and times in that behalf aforesaid, shall be fully satisfied and paid: Provided always, that in case the said annuity, yearly rent or sum of 400*l.* or any part thereof, shall happen to be behind or unpaid by the space of twenty-eight days next over or after any of the said quarterly days of payment, whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded) then and so often it shall and may be lawful to and for the said *David Dent* and his assigns, into and upon the aforesaid manors, messuages, farms, lands, tenements and hereditaments, or into and upon any part thereof, in the name of the whole to enter, and the same to have, hold and enjoy, and the rents and profits thereof, and of every part thereof, to receive and take, to and for his and their own use and benefit, until he or they shall be thereby or therewith, or otherwise fully satisfied, contented, and paid the said annuity, yearly rent or sum of 400*l.* and all arrears thereof, and also so much of the same annuity

to be paid during the joint lives of grantor and grantee,

free from taxes, &c.

Power to distrain, &c. in default of payment.

On farther default of payment, power to enter and enjoy.

The grantor
covenants to
pay duly.

A demise of the
same lands to
trustees for a
term, for the
better securing
the payment.

General words.

Habendum

for a long term
sans waile, upon
trusts, &c. after
mentioned, viz.
to permit the
grantor to enjoy
till default of
payment, and
then to raise the
money for the
grantee,

annuity as shall incur and grow due during such time as he the said *David Dent* or his assigns shall continue in possession of the premises after such entries as aforesaid, and also all such loss, costs, charges, damages and expences, as shall be occasioned by non-payment thereof, or of any part thereof, at the days and times aforesaid. And the said *Austin Archer* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *David Dent*, his executors, administrators and assigns, that he the said *Austin Archer*, his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *David Dent* and his assigns, for and during the joint lives of them the said *Austin Archer* and *David Dent*, the said annuity, yearly rent or sum of 400*l.* free and clear of and from all taxes, charges, and other deductions whatsoever, parliamentary or otherwise, at the days and times, and in manner and form herein before limited or appointed for payment thereof. And this indenture farther witnesseth, that for the consideration aforesaid, and for the farther, better and more effectual securing the payment of the said annuity, yearly rent or sum of 400*l.* at the days and times, and in manner aforesaid, and in consideration of the sum of 10*s.* of like money to the said *Austin Archer* in hand paid by the said Sir *Francis Fox* and *John Fox*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Austin Archer* hath granted, bargained, sold and demised, and by these presents doth grant, bargain, sell and demise unto the said Sir *Francis Fox* and *John Fox*, their executors, administrators and assigns, all and every the said manors, capital messuages, messuages, farms, lands, tenements and hereditaments before mentioned, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of the same manors, messuages, lands, hereditaments and premises, and of every of them, and of every part and parcel thereof; to have and to hold the said manors, capital messuages, messuages, farms, lands, tenements, hereditaments, and all and singular other the premises, mentioned or intended to be hereby demised, with their and every of their appurtenances, unto the said Sir *Francis Fox* and *John Fox*, their executors, administrators and assigns, from the day next before the day of the date hereof, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next ensuing and fully to be compleat and ended, without impeachment of waste, upon the trusts, and under and subject to the proviso and agreements herein after mentioned, expressed and declared, of and concerning the same; that is to say, in trust to permit and suffer the said *Austin Archer*, his heirs and assigns, to receive and take the rents and profits of the said manors, messuages, farms, lands, tenements, hereditaments and premises, and of every of them, and of every part thereof, to and for his and their own use and benefit, until default shall happen

to

to be made, of or in payment of the said annuity, yearly rent or sum of 400 *l.* or some part thereof, at the days and times therein limited and appointed for payment thereof; and upon this farther trust, that in case the same annuity, yearly rent or sum of 400 *l.* or any part thereof, shall happen to be behind and unpaid by the space of forty days next over or after any of the said days or times of payment, whereon the same is herein before appointed to be paid as aforesaid, being lawfully demanded, then and so often it shall and may be lawful to and for the said Sir *Francis Fox* and *John Fox*, their executors, administrators and assigns, from time to time, by and out of the rents, issues and profits of the said manors, capital messuages, messuages, farms, lands, tenements, hereditaments and premises, or by demise, leasing or mortgaging the same premises, or any part thereof, for all or any part of the said term of ninety-nine years, therein, or by such other ways or means as to them the said Sir *Francis Fox* and *John Fox*, their executors, administrators or assigns shall seem meet, to raise and levy such sum and sums of money as shall be sufficient from time to time to pay and satisfy the said annuity, yearly rent or sum of 400 *l.* or so much thereof as shall from time to time so happen to be in arrear and unpaid; together also with all such loss, costs and charges, damages and expences, as he the said *David Dent*, or the said Sir *Francis Fox* and *John Fox*, their executors, administrators or assigns, or any of them, shall sustain, expend or be put unto, for or by reason of the non-payment of the same annuity at the days and times, and in manner herein before in that behalf mentioned, and shall and do pay, apply and dispose of the same monies accordingly; and shall and do permit and suffer the said *Austin Archer*, his heirs and assigns, to receive and take the residue and overplus of the rents, issues and profits of the premises, over and above so much thereof as shall be sufficient from time to time to pay and satisfy the said annuity, yearly rent or sum of 400 *l.* and all arrears thereof, and all costs, charges and expences attending the execution of the aforesaid trusts, to and for his and their own use and benefit. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that from and after the decease of either of them the said *Austin Archer* and *David Dent*, and payment of all arrears which shall be then due of the said annuity, yearly rent or sum of 400 *l.* (if any such shall then happen to be) and all costs, charges and expences attending the execution of the aforesaid trusts, then and from thenceforth the said term of ninety-nine years, of and in the premises, or so much thereof as shall not be disposed of for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes; any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

and all costs,
&c.

and to permit
the grantor, &c
to receive the
residue of the
rents, &c.

Proviso for
ceasing the
term.

No. 5.

A grant of an annuity for the life of the grantee, with a power to distrain in certain lands. A demise of those lands and an assignment of leasehold interests to trustees for the grantee, for the better payment of the annuity. An agreement that the grantor shall keep, and on request produce the counterparts of leases.

The parties.

An agreement
for the purchase
of an annuity
recited.

The considera-
tion and grant
of the annuity
for the life of
the grantee;

where and when
payable.

THIS indenture tripartite, made the fourth day of *April anno Domini 1723*, and in the ninth year of the reign of our sovereign lord *George, &c.* between *Andrew Asty* of *Bradden* in the county of *Cardigan* esq; of the first part, dame *Diana Dent* of the parish of *Enden* in the county of *Flint*, eldest daughter of Sir *Guy Gale* knight, deceased, by dame *Helena* his wife, of the second part, *John Joy* esq; and *Kenelm Gale* of *Lusan* in the county of *Monmouth* esq; of the third part. Whereas the said dame *Diana Dent* hath contracted and agreed with the said *Andrew Asty* for the purchase of the annuity, yearly rent or sum of 600 *l.* of lawful money of *Great Britain*, herein after mentioned to be to her granted for her life, for the price or sum of 6000 *l.* of like money: now this indenture witnesseth, that in pursuance of the said agreement, and for and in consideration of the sum of 6000 *l.* of lawful money of *Great Britain*, to the said *Andrew Asty* in hand paid by the said dame *Diana Dent*, at or before the enfeoffing and delivery of these presents, the receipt whereof the said *Andrew Asty* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said dame *Diana Dent*, her executors, administrators and assigns, and every of them for ever by these presents, he the said *Andrew Asty* doth hereby for himself, his heirs, executors and administrators, grant, bargain, sell and confirm unto the said dame *Diana Dent* and her assigns, for and during the term of her natural life, one annuity, yearly rent or sum of 600 *l.* of lawful money of *Great Britain*, free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise, imposed or to be imposed by any act of parliament made or to be made, to be issuing, going, had, received and taken by and out of the several messuages or tenements, pieces or parcels of ground and hereditaments herein after mentioned, to be hereby demised and assigned respectively, and to be paid and payable at or in the common dining-hall of *Lincoln's Inn* in the said county of *Middlesex*, yearly and every year, at or upon the four most usual feasts or days of payment in the year, that is to say, the feasts of the annunciation of the blessed *Virgin Mary*, the nativity of Saint *John Baptist*, Saint *Michael* the archangel, and the birth of our Lord *Christ*, by even and equal portions; the first payment thereof to begin and to be made upon the feast-

feast-day of the nativity of Saint *John* the Baptist next ensuing the date hereof. And the said *Andrew Asty* doth hereby for himself and his heirs farther grant, that in case the said annuity, yearly rent or sum of 600*l.* or any part thereof, shall happen to be behind or unpaid by the space of twenty-eight days next over or after any of the said feasts or days of payment, whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said dame *Diana Dent*, into and upon all and every the said messuages or tenements, pieces or parcels of ground and hereditaments herein after mentioned to be hereby demised and assigned respectively, or into or upon any part thereof to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry way and impound, and in pound to detain and keep, or otherwise to dispose thereof, according to due course of law, until she the said dame *Diana Dent* of the said annuity, yearly rent or sum of 600*l.* and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof at the days and times in that behalf aforementioned, shall be fully satisfied and paid. And the said *Andrew Asty* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said dame *Diana Dent*, her executors, administrators and assigns, that he the said *Andrew Asty*, his heirs, executors and administrators, shall and will well and truly pay, or cause to be paid unto the said dame *Diana Dent* and her assigns, for and during the term of her natural life, the said annuity, yearly rent or sum of 600*l.* free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise, at the days and times, and in such manner and form, as are herein before mentioned for payment thereof. And this indenture farther witnesseth, that for the considerations aforesaid, and for the farther, better and more effectual securing the payment of the said annuity, yearly rent or sum of 600*l.* at the days and times, and in manner aforesaid, and in consideration of the sum of 10*s.* of like money to the said *Andrew Asty* in hand paid by the said *John Joy* and *Kenelm Gale*, at or before the enfealing and delivery hereof, the receipt whereof is hereby acknowledged, he the said *Andrew Asty* hath granted, bargained, sold and demised, and by these presents doth grant, bargain, sell and demise, unto the said *John Joy* and *Kenelm Gale*, their executors, administrators and assigns, all that brick messuage or tenement, being a corner messuage, situate on the north-side of *Newstreet* and the east-side of *Oldstreet*, some time heretofore erected and built by *Paul Pegg* or his assigns, and also all those six other brick messuages or tenements adjoining to the said first mentioned messuage, and situate on the east-side of *Oldstreet* aforesaid; [here follow more parcels and descriptions] all which said several messuages or tenements, stables, coach-houses and premises, are situate, lying and being on the north-side of *Newstreet* aforesaid, the east-side of *Oldstreet* aforesaid, the south-side of *Rice-Row* aforesaid, and the north-side of *Londonstreet* aforesaid,

On non-payment, power to distrain.

The grantor covenants duly to pay.

The grantor, for the better payment, de-raises to trustees.

The parcels.

aforesaid, in the several parishes of St. Stephen and St. Thomas, or one of them, in the county of *Middlesex*, and now are, or late or some time were in the several tenures, possessions or occupations of them the said *Paul Pegg*, &c. [*here tenants names*] or some of them, their or some of their respective under-tenants or assigns, by virtue of several leases to them thereof respectively made for several terms for years yet in being, at and under several yearly ground-rents, amounting in the whole to the yearly sum of 70*l.* or thereabouts; and also all those thirteen messuages or tenements, with the gardens, yards, backslides, alleys, courts, ways, passages and appurtenances thereunto belonging, or therewith used, occupied, possessed or enjoyed, situate, lying and being [*here follow more descriptions and parcels*] within the said several parishes of St. Stephen or St. Thomas, or either of them, in the said county of *Middlesex*, with their appurtenances, and the reversion and reversions, remainder and remainders, rents, issues and profits of the said several messuages or tenements, hereditaments, and other the premises, and of every of them, and of every part and parcel thereof; to have and to hold the said several messuages or tenements, ground, hereditaments, and all and singular other the premises, with their appurtenances, unto the said *John Joy* and *Kenelm Gale*, their executors, administrators and assigns, from the day next before the day of the date hereof, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next ensuing and fully to be compleat and ended, without impeachment of waste, upon the trust, and under and subject to the proviso and agreements herein after mentioned, expressed and declared of and concerning the same. And whereas [*here several leasehold-interests belonging to the grantor are recited*] now this indenture farther witnesseth, that for the considerations aforesaid, and in consideration of the farther sum of 10*s.* of like money to him the said *Andrew Asty* in hand paid by the said *John Joy* and *Kenelm Gale*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Andrew Asty* hath granted, bargained, sold, assigned and set over, and by these presents doth grant, bargain, sell, assign and set over unto the said *John Joy* and *Kenelm Gale*, their executors, administrators and assigns, all and every the said several pieces or parcels of ground, messuages or tenements, hereditaments and other the premises, in and by the said three several recited indentures of lease, or any of them, demised and leased, or mentioned or intended to be thereby demised and leased, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, term and terms of years yet to come and unexpired, trust, property, claim and demand whatsoever, both in law and equity, of him the said *Andrew Asty*, of, in, to or out of the said several pieces or parcels of ground, messuages or tenements, hereditaments and other the premises

Leases recited.

The grantor assigns them to the same trustees.

premises last mentioned, or any of them, or any part or parcel thereof, by force or virtue of the said three several recited indentures of lease, or the mesne assignments thereof, or any of them, or otherwise howsoever; to have and to hold the said several last mentioned pieces or parcels of ground, messuages or tenements, hereditaments, and all and singular other the premises hereby, or mentioned or intended to be hereby assigned, with their and every of their appurtenances, unto the said *John Joy* and *Kenelm Gale*, their executors, administrators and assigns, from henceforth, for and during all the rest and residue yet to come and unexpired of the said three several terms of ninety years, ninety years, and ninety years therein respectively; upon the trust nevertheless, and under and subject to the proviso and agreements herein after mentioned, expressed and declared, of and concerning the same. And it is hereby declared and agreed, by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that the aforesaid demise and assignment hereby made or mentioned to be made of the said several pieces or parcels of ground, messuages or tenements, hereditaments and other the premises, unto the said *John Joy* and *Kenelm Gale*, their executors, administrators and assigns respectively as aforesaid, are and were so made: upon this special trust and confidence, and to the intent and purpose, that in case the said annuity, yearly rent or sum of 600*l.* or any part thereof, shall happen to be behind or unpaid to her the said dame *Diana Dent* or her assigns, by the space of forty days next over or after any of the said feasts or days of payment, whereon the same is herein before appointed to be paid as aforesaid, then and so often they the said *John Joy* and *Kenelm Gale*, their executors, administrators and assigns, shall and may, by and out of the yearly rents, issues and profits of the said messuages or tenements, ground, hereditaments and premises so to them demised and assigned respectively as aforesaid, by sale or mortgage of the said terms hereby demised or assigned, of and in the aforesaid premises, or of and in any or a competent part thereof, or by such other ways or means as they the said trustees or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy such sum and sums of money, as shall be sufficient from time to time to pay and satisfy unto her the said dame *Diana Dent* and her assigns, during her natural life, the said annuity, or yearly rent or sum of 600*l.* or so much thereof as shall from time to time so happen to be in arrear and unpaid; together also with all such costs, charges, damages and expences, as she the said dame *Diana Dent*, or the said *John Joy* and *Kenelm Gale* her trustees, their executors and administrators, or any of them, shall sustain, expend or be put unto, for or by reason of the non-payment thereof at the days and times, and in manner first herein before in that behalf mentioned, and shall and do pay, apply and dispose of the same accordingly. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to

Habendum
during the
terms.

subject to the
agreement, &c.

The declaration
of trust.

If the annuity
be in arrear,

the trustees to
raise it.

Proviso for ceasing the demise, and assignment, on death of grantee, and payment of arrears.

The grantor covenants that he hath power to grant, &c.

and that the trustees shall quietly enjoy,

free from incumbrances.

these presents, that from and after the decease of her the said dame *Diana Dent*, and payment of all arrears which shall be then due of the said annuity, yearly rent or sum of 600*l.* (if any such shall then happen to be) together with all costs, charges, damages and expences attending the execution of the aforesaid trust, then and at all times from thenceforth the aforesaid demise and assignment hereby made or intended to be made of the said several messuages or tenements, ground, hereditaments, and other the premises respectively as aforesaid (saving only as to such part or parts of the premises as shall or may be so mortgaged or sold as aforesaid, for the raising of any arrears of the said annuity, if any such mortgage or sale then shall be) shall cease, determine and be utterly void to all intents and purposes; any thing herein contained to the contrary notwithstanding. And the said *Andrew Asty* doth for himself, his heirs, executors and administrators, farther covenant, promise, grant and agree to and with the said dame *Diana Dent*, her executors, administrators and assigns, in manner following; that is to say, that he the said *Andrew Asty* hath at the time of the enfeoffing and delivery of these presents in himself good right, full power, and lawful and absolute authority to grant, bargain, sell and confirm unto her the said dame *Diana Dent* for her natural life the said annuity, yearly rent or sum of 600*l.* in manner aforesaid; and also to demise and assign the said several messuages or tenements, ground, hereditaments, and other the premises herein before mentioned, or intended to be hereby demised and assigned respectively as aforesaid, with their appurtenances, unto them the said *John Joy* and *Kenelm Gale*, their executors, administrators and assigns, upon the trust and subject to the proviso and agreements aforesaid (except as is herein after excepted): and farther, that the said several messuages or tenements, pieces or parcels of ground, hereditaments, and other the premises herein before by these presents demised and assigned respectively as aforesaid, or mentioned or intended so to be, shall and may from time to time remain, continue and be, unto them the said *John Joy* and *Kenelm Gale*, their executors, administrators and assigns, for all the residue of the said several and respective terms of ninety years, ninety years, and ninety years therein respectively, upon the trust and for the intent and purpose, and under and subject to the proviso and agreements aforesaid; and shall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Andrew Asty*, his heirs, executors, administrators or assigns, or any of them, or of or by any other person or persons whomsoever (except as is herein after excepted) and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by him the said *Andrew Asty*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, entails, statutes, recognizances, judgments, extents,

extents, executions, rents, arrears of rent, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said *Andrew Astry*, his heirs, executors, administrators or assigns, or by any other person or persons whomsoever (except the said estate for life of the said dame *Anne Astry*, of and in the said messuages or tenements, ground, hereditaments and premisses herein before mentioned to have been given and devised to her for her life by the said Sir *Andrew Astry*, in and by his said last will and testament as aforesaid, and also except the several leases of the premisses whereupon the several ground-rents afore-mentioned are respectively reserved). And moreover, that he the said *Andrew Astry*, his heirs, executors and administrators, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, of, into or out of the premisses mentioned, or intended to be hereby demised and assigned respectively as aforesaid, or any of them, or any part thereof (except the said dame *Anne Astry*, for and in respect only of her said excepted estate and interest for life, of and in such part of the premisses as were devised to her by the said Sir *Andrew Astry* as aforesaid, and also except the tenants or lessees of the premisses, their executors, administrators and assigns, for and in respect only of their said excepted leases, whereon the aforesaid ground-rents are reserved) shall and will from time to time, and at all times during the life of her the said dame *Diana Dent*, and at her reasonable request, make, do and execute, or cause to be made, done and executed, any farther or other lawful and reasonable acts, deeds and things, devises, conveyances and assurances in the law whatsoever, for the better and more absolute granting and assuring of the said annuity, yearly rent or sum of 600*l.* unto her the said dame *Diana Dent* for her natural life, in manner aforesaid, and also for the farther, better, more perfect and absolute granting, conveying and assuring of the said several messuages or tenements, ground, hereditaments, and other the premisses hereby, or mentioned or intended to be hereby demised and assigned respectively as aforesaid, with their appurtenances, unto them the said *John Joy* and *Kennelm Gale*, their executors, administrators and assigns, for and during all the rest and residue which shall be then to come and unexpired of the said several and respective terms of ninety-nine years, ninety years, ninety years, and ninety years therein respectively, upon the trust and subject to the proviso and agreements aforesaid, as by the said dame *Diana Dent*, or her counsel learned in the law, shall be reasonably advised, or devised and required. And it is hereby declared and agreed, by and between all the said parties to these presents, that in the mean time, and until default shall happen to be made of or in payment of the said annuity, yearly rent or sum of 600*l.* or any part thereof, by the space of twenty-eight days next over or after any of the said feasts or days

Exceptions.

And for farther assurances.

Until default of payment the grantor to enjoy.

Recital that the grantor is (by agreement) to keep the counter-parts of leases.

He covenants to produce them on request.

of payment, whereon the same ought to be paid as aforesaid, it shall and may be lawful to and for the said *Andrew Astry*, his heirs, executors and administrators, peaceably and quietly to have, hold and enjoy all and every the aforesaid premises, and to receive and take the rents and profits thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial or interruption, of or by the said dame *Diana Dent*, *John Joy* and *Kenelm Gale*, or any of them, their or any of their executors, administrators or assigns respectively. And whereas it has been agreed between the said parties to these presents, that the counterparts of the several leases of the aforesaid premises whereupon the ground-rents afore-mentioned are respectively reserved, should remain and continue in the hands of the said *Andrew Astry*, his heirs, executors or administrators, for the mutual benefit of the parties to these presents, in consideration whereof the said *Andrew Astry* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said dame *Diana Dent*, her executors, administrators and assigns, that he the said *Andrew Astry*, his heirs, executors or administrators, shall and will at any time or times hereafter, at the request of the said dame *Diana Dent*, her executors, administrators or assigns, produce and shew forth, or cause to be produced and shewn forth, unto the said dame *Diana Dent* and her trustees, or any of them, in any court of law or equity, or otherwise, as occasion shall be and require, all and every or any the counterparts of the aforesaid leases of the premises, or any part thereof, for the better enabling her and them, or any of them (in case default shall happen to be made, of or in payment of the said annuity, yearly rent or sum of 600*l.* or any part thereof, at the days and times, and in manner aforesaid) to demand, sue for, recover and receive all and every or any the rents reserved upon the said respective leases, or any of them, and to take all proper remedies for the same by way of distress, entry, or otherwise, as occasion shall require, according to the true intent and meaning of these presents. In witness, &c.

No. 6.

A deed of grant, bargain, &c. of fee-farm rents to trustees for a feme covert, to be at her separate disposal, being purchased with her separate estate, by her husband's consent, who is one of her trustees.

he parties.

THIS indenture tripartite, made the tenth day of *October* anno Domini 1733, and in the seventh year of the reign of our sovereign Lord *George* the second, by the grace of God, of Great Britain, &c. between *Adam Astry* of *Bitton* in the parish of *Cadwell* in the county of *Dorset*, esq; brother and heir of *Edmund Astry* deceased, who was eldest son and heir of *Edmund Astry* his late father also deceased, who was son and heir of *Flora Astry* late

late wife of *Edmund Astry*, both deceased, and which said *Flora* was the sister and heir of *Guy Glynn*, who was nephew and heir of *Henry Glynn*, both also deceased, of the first part; the right honourable *John earl Kennington*, and the most noble *Leonora* duchess of *Morden* his wife, of the second part; and Sir *Nathaniel Norris* of *Onsen* in the county of *Pembroke* bart. and *Richard Rich* of *Sim* in the county of *Wilts* esq; of the third part. Whereas by indenture tripartite duly inrolled in chancery, bearing date or on about the twelfth day of *May* which was in the year of our Lord 1732, and made or mentioned to be made between *Xerxes Astry* citizen, and goldsmith of *London* of the first part, the said *Adam Astry* of the second part, and *Zacheus Zouch* of *Aspsfield* in the said county of *Wilts* esq; of the third part, the annual and fee-farm rents, or other rents and hereditaments herein after mentioned to be hereby granted, bargained and sold, are and were conveyed and assured, or mentioned or intended to be conveyed and assured, unto and to the use of the said *Zacheus Zouch*, his heirs and assigns, by way of mortgage in fee, subject to a proviso therein mentioned for redemption of the same rents and hereditaments, on payment by the said *Adam Astry*, his heirs, executors and administrators, unto the said *Zacheus Zouch*, his heirs, executors, administrators or assigns, of the sum of 8000 *l.* principal money, together with interest for the same after the rate of 4 *l.* per cent. per annum, on the twelfth day of *May* which will be in the year of our Lord 1735, as by the said recited indenture may more fully appear. And whereas the said *Leonora* duchess of *Morden*, with the privity, consent and approbation of the said *John earl Kennington* her husband (testified by his being party to, and his sealing and delivery of these presents) hath contracted and agreed with the said *Adam Astry* for the absolute purchase of the said annual and fee-farm rents, or other rents and hereditaments herein after granted, bargained and sold, or mentioned so to be, and the equity of redemption thereof, for the sum or price of 12196 *l.* of lawful money of *Great Britain*, to be paid by her the said duchess of *Morden*, by and out of her own separate monies and estate, with intent that the said purchased rents and hereditaments should be conveyed and assured unto and to the use of them the said *John earl Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their heirs and assigns, in trust for her the said duchess of *Morden*, for her sole and separate use and benefit, and to be at her own sole and separate dispose, notwithstanding her coverture in manner in that behalf herein after mentioned; which said sum of 12196 *l.* is to be paid in manner following (that is to say) the sum of 4196 *l.* part thereof, is to be paid unto the said *Adam Astry*, and the sum of 8000 *l.* residue thereof, in discharge and satisfaction of the said principal money, due and owing on the said recited mortgage, and all interest due, or to grow due for the same 8000 *l.* from *Lady-day* now last past, is also to be paid off and discharged by the said *Leonora* duchess of *Morden*, her heirs or assigns, by and out of her or their own separate monies and

A mortgage in fee of the fee-farm rents, by deed inrolled, recited, and

an agreement for the absolute purchase of the same by a feme covert (with her husband's consent) out of her separate estate,

to be conveyed to trustees for her separate use;

and the purchase money to be paid, part to the vendor, and the residue in discharge of the mortgage.

Precedents in Conveyancing.

The considera-
tion

to be paid *ut*
supra.

The grant, &c.

General words.

estate; he the said *Adam Asty* having agreed that she the said duchess shall have, take and receive to her own use the said rents, and all the profits, produce and benefit thereof, to arise and grow due from *Lady-day* now last past: now this indenture witnesseth, that in pursuance of the said recited contract and agreement, and for and in consideration of the sum of 12196 *l.* of lawful money of *Great Britain* (part of the said separate monies and estate of the said *Leonora* duchess of *Morden*) paid or to be paid by her the said duchess, with the privity, consent and approbation of the said *John earl Kennington* (testified as aforesaid) in the proportions and manner following, that is to say, the sum of 4.76 *l.* part thereof, to the said *Adam Asty*, at or before the enleaving and delivery of these presents, the receipt whereof he the said *Adam Asty* doth hereby acknowledge, and thereof and of every part thereof doth hereby acquit, release and discharge the said *Leonora* duchess of *Morden*, and also the said *John earl Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, her trustees, and every of them, their and every of their heirs, executors, administrators and assigns for ever by these presents, and for and in consideration of the sum of 8000 *l.* residue of the said 12196 *l.* at the request and by the direction of the said *Adam Asty* (testified by his executing these presents) to be paid by her the said duchess, in discharge and satisfaction of the principal money due on the said recited mortgage (the growing interest whereof from and after *Lady-day* now last past is also to be paid and satisfied by the said *Leonora* duchess of *Morden*, her heirs or assigns as aforesaid); and also for and in consideration of the sum of 10 *s.* of like lawful money, to the said *Adam Asty* in hand paid by the said *John earl Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, at or before the execution of these presents, the receipt whereof is hereby acknowledged, he the said *Adam Asty* hath granted, bargained, sold and confirmed, and by these presents doth at the nomination and by the direction and appointment of the said *Leonora* duchess of *Morden* grant, bargain, sell and confirm unto the said *John earl Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their heirs and assigns, all that fee-farm or yearly rent of 26 *l.* issuing or payable out of or for the rectory and church of *Bardon* in the county of *Cardigan*, heretofore granted amongst other things unto *Duncan Dent* and *Edward Ent*, and their heirs for ever, by letters patent of the late king *James* the first under the great seal of *England*, bearing date the thirtieth day of *September* in the sixth year of his reign, over *England*, &c. under the yearly rent of 26 *l.* payable at the feasts of the annunciation of the blessed Virgin *Mary* and *St. Michael* the archangel, by equal portions; and also all that [*here follow many more parcels of rent*] and the reversion and reversions, remainder and remainders, and yearly profits and produce of the said rents, hereditaments and premises herein before granted, bargained and sold, or mentioned so to be, and of every of them, and of every part and parcel thereof; and also all the estate, right, title, interest, equity of redemption, trust, property claim
nd

and demand whatsoever, both at law and in equity, of him the said *Adam Asty*, of, into or out of the same rents, hereditaments and premisses, or any of them, or any part or parcel thereof; and also all powers and remedies whatsoever for recovery of the same rents, every or any of them; and also all deeds, evidences and writings, touching or in any wise concerning the same premisses or any part thereof, which he the said *Adam Asty* now hath in his custody or can come by without suit in law, together with true copies of all such other deeds, evidences and writings, as concern the same premisses or any part thereof, jointly with any other rents, lands or hereditaments; the same copies to be written and taken out at the costs and charges of the said duchess of *Morden*, her heirs or assigns; to have and to hold the said rents and hereditaments, and all and singular the premisses hereby granted, bargained and sold, or mentioned so to be, with their appurtenances, unto the said *John earl Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their heirs and assigns, to and for the use and behoof of them the said *John earl Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, and of their heirs and assigns for ever, upon such trusts nevertheless, and to and for such intents and purposes, as are herein after mentioned, expressed and declared, of and concerning the same; that is to say, upon trust that they the said *John earl Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their heirs and assigns, shall and do during the natural life of the said *Leonora* duchess of *Morden* pay, apply and dispose of the aforesaid rents, and the clear yearly produce thereof, as the same shall from time to time arise and be received, unto such person or persons, and for such uses and purposes, and in such parts and proportions, manner and form, as she the said *Leonora* duchess of *Morden*, notwithstanding her coverture, shall by any note or writing under her hand direct or appoint; and in default of and until such direction and appointment, unto the proper hands of her the said duchess of *Morden*; or otherwise shall and do permit and suffer her to receive and take the same to and for her own sole and separate use and benefit, and her receipt, or the receipts of the person or persons to whom she shall appoint the same to be paid, under her or their respective hand or hands, shall from time to time, notwithstanding her coverture, be good and sufficient discharges for the aforesaid rents unto the person or persons who shall so pay the same, for so much thereof for which such receipts shall respectively be given; to the intent the said rents, or any part thereof, may not be at the disposal of, or subject or liable to the controul, debts or engagements of the said *John earl Kennington*, or any after taken husband of her the said *Leonora* duchess of *Morden*, but only at her own sole and separate dispose: and upon this farther trust, that they the said *John earl Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their heir and assigns, shall and do convey and dispose of the said rents, hereditaments and premisses herein before granted, bargained and sold, or mentioned so to be, and every part thereof,

Remedies.

Deeds.

Habendum to the trustees (grantees) in fee.

upon trust

to apply the profits as *cestuy que trust* shall direct;

or to permit her to receive the same, her receipt to be sufficient.

The rents not to be liable to the controul, &c. of any husband;

and upon trust to dispose of the premisses as she shall direct.

And for want of
her direction,

to her youngest
daughter in fee.

The grantor co-
venants with the
grantees (the
trustees) that
notwithstanding
the acts of himself
and ancestors,

he is seised in fee,

(with exception)

and has power
to grant.

thereof, with their appurtenances, unto such person or persons, and for such estate and estates, uses, intents and purposes, and in such parts and proportions, manner and form, with or without power of revocation, as she the said *Leonora* duchess of *Morden*, from time to time, notwithstanding her coverture, and whether she shall be sole or married, by any deed or deeds, writing or writings, under her hand and seal, attested by three or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, sealed and published in the presence of the like number of witnesses, shall direct, limit, give or appoint the same: and in default of such direction, limitation, gift and appointment, or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine, and as to such part or parts of the premises, whereof no such direction, limitation, gift or appointment shall be made, to and to the use of the right honourable the lady *Flora Kennington*, youngest daughter of the said *Leonora* duchess of *Morden*, by the said *John* earl *Kennington*, and the heirs and assigns of the said lady *Flora* for ever. And the said *Adam Asfry* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *John* earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their heirs and assigns, in manner and form following (that is to say) that for and notwithstanding any act, matter or thing whatsoever, by the said *Adam Asfry*, *Edmund Asfry* his late brother, *Edmund Asfry* their late father, *Flora Asfry*, *Guy Glynn* and *Henry Glynn*, or any of them, or by any other of the ancestors of the said *Adam Asfry*, done, committed, or wittingly or willingly suffered to the contrary, he the said *Adam Asfry* now is and standeth lawfully, rightfully and absolutely seised in his demesne as of fee, of and in the said rents, hereditaments and premises herein before granted, bargained and sold, or mentioned so to be, with their appurtenances, of a good, sure, lawful, absolute and indefeazible estate of inheritance in fee-simple to him and his heirs, without any reversion, remainder, trust, limitation, power of revocation, use or uses, or other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void, lessen, incumber or determine the same (except as is herein after excepted); and also that he the said *Adam Asfry* (for and notwithstanding any such act, matter or thing as aforesaid) now hath in himself good right, full power, and lawful and absolute authority to grant, bargain and sell the same rents, hereditaments and premises, with their appurtenances, unto the said *John* earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their heirs and assigns, in manner aforesaid, according to the purport, true intent and meaning of these presents (except as is herein after excepted). And farther, that it shall and may be lawful to and for the said *John* earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their heirs and assigns, from time to time, and at all times, from and after *Lady-day*

now

now last past, peaceably and quietly to have, hold and enjoy the same rents, hereditaments and premises, with their appurtenances, and to receive and take the same, and the profits and produce thereof, and of every part thereof, upon the trusts aforesaid, without the lawful let, suit, trouble, denial or interruption of or by the said *Adam Asty*, his heirs or assigns, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest at law or in equity, of, in, to or out of the same rents, hereditaments and premises, or any part thereof, from, by or under, or in trust for him or them, or from, by or under the said *Edmund Asty*, the said late brother of the said *Adam Asty*, the said *Edmund Asty* their said late father, *Flora Asty*, *Guy Glynn* and *Henry Glynn*, or any of them, their or any of their heirs or assigns, or any other of the ancestors of the said *Adam Asty* (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Adam Asty*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered by the said *Adam Asty*, *Edmund Asty* his late brother, *Edmund Asty* their late father, *Flora Asty*, *Guy Glynn* and *Henry Glynn*, or any of them, their or any of their heirs or assigns, or by any other of the ancestors of the said *Adam Asty*, or by any other person or persons lawfully claiming or to claim, from, by or under, or in trust for them or any of them, or their or any of their act, means, assent, consent or procurement (other than and except the said recited mortgage and security unto the said *Zacheus Zouch*, for the said principal sum of 8000 *l.* and interest;) which said 8000 *l.* together with all interest which from and after *Lady-day* now last past is already grown due, or shall grow due for the same, is to be paid off and discharged by the said *Leonora duchess of Morden*, her heirs or assigns, by and out of her own separate estate as aforesaid. And the said *John earl Kennington* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Adam Asty*, his heirs, executors and administrators, that she the said *Leonora duchess of Morden*, her heirs, executors, administrators or assigns, shall and will pay off and discharge the same principal monies and interest accordingly, and of and from the same and every part shall and will save, defend, keep harmless and indemnified the said *Adam Asty*, his heirs, executors and administrators, and every of them, and his and their, and every of their lands and tenements, goods and chattels. And moreover, the said *Adam Asty* doth hereby for himself, his heirs, executors and administrators,

And for quiet enjoyment,

free from incumbrances,

except the mortgage *supra*.

The husband (who is also one of the trustees) covenants that his wife shall pay off the same, and to indemnify the grantor.

The grantor covenants to make farther assurances.

strators, farther covenant, promise, grant and agree to and with the said *John earl Kennington*, *Sir Nathaniel Norris* and *Richard Rich*, their heirs and assigns, that he the said *Adam Asty* and his heirs, and all and every other person and persons, having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest at law or in equity, of, in, to or out of the said rents, hereditaments and premises hereby granted, bargained and sold, or mentioned so to be, or any of them, or any part thereof, from, by or under, or in trust for him or them, or from, by or under the said *Edmund Asty* his late brother, *Edmund Asty* their late father, *Flora Asty*, *Guy Glynn* and *Henry Glynn*, or any of them, or any other of the ancestors of the said *Adam Asty* (except the said *Zacheus Zouch*, his heirs, executors, administrators and assigns, for and in respect only of his said recited mortgage and security) shall and will from time to time, and at all times hereafter during the space of ten years next ensuing the date hereof, upon every reasonable request of the said *Leonora* duchess of *Morden*, or her said trustees or any of them, their or any of their heirs and assigns, but at the costs and charges of her the said duchess, her heirs and assigns, make, do and execute, or cause or procure to be made, done and executed, all such farther and other lawful and reasonable acts, deeds, conveyances and assurances in the law whatsoever, be the same by fine, common recovery, deed inrolled, or otherwise howsoever, for the farther, better, more perfect and absolute granting, conveying and assuring of the same rents, hereditaments and premises, with their appurtenances, unto the use of the said *John earl Kennington*, *Sir Nathaniel Norris* and *Richard Rich*, their heirs and assigns for ever, upon the trusts aforesaid, as by the said *Leonora* duchess of *Morden*, or her said trustees, or any of them, her, their, or any of their heirs or assigns, or her, their, or any of their counsel learned in the law, shall be reasonably advised, or devised and required, so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same, and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable for making or doing thereof to go or travel above five miles from his or their then respective dwellings or places of abode. In witness, &c.

Infant. See Petition.

Leases.

Leases.

*A lease for years from one to one of house and lands No. 1.
in the country, with a great number of special
covenants, as in the margin, exception of trees.*

THIS indenture made the twenty-fourth day of *March anno Domini 1716*, and in the second year of our sovereign lord *George*, &c. between *Alfred Aston* citizen and apothecary of *London*, of the one part, and *Barnard Bigg* of *Crowton* in the county of *Derby* yeoman, of the other part, witnesseth, that for and in consideration of the rents, covenants and agreements herein after reserved and contained, and which by and on the part and behalf of the said *Barnard Bigg*, his executors, administrators and assigns, are to be paid, done and performed, he the said *Alfred Aston* hath leased, set and to farm letten, and by these presents doth lease, set and to farm let, unto the said *Barnard Bigg*, his executors, administrators and assigns, all that messuage, tenement or farm-house late in the possession of *Edward Bigg*, and those two cottages or tenements now or late in the possession of *Felix Foot* and *George Gill*, or their assigns; with the appurtenances, all situate, standing and being in the parishes of *Harne* and *Crowton*, or one of them, in the said county of *Derby*, together with all and singular the yards, gardens, orchards, backslides, barns, stables, outhouses, edifices and buildings thereunto belonging; and also all those several closes, pieces or parcels of arable land, ley, meadow, pasture, wood and wood-ground, containing by estimation 200 acres, be they more or less, lying and being in the several parishes, fields, precincts and territories of *Crowton*, *Harne* and *Font*, in the said county of *Derby*, to the said messuage, tenement or farm-house belonging, and therewith held, occupied and enjoyed, as part and parcel thereof (except and always reserved out of this present lease unto the said *Alfred Aston*, his heirs and assigns, all timber, timber-like trees, spires, and all other trees whatsoever but the fruit-trees for their fruit only, and the pollard-trees for their lops and tops only, which now are, or at any time or times hereafter shall be standing, growing and being in, upon or about the said leased premises, or any part thereof, with free liberty of ingress, egress and regress, to and for the said *Alfred Aston*, his heirs or assigns, deputies, servants and workmen from time to time, and at all times during the term hereby leased, the same to fell, stock up, cut down, hew and carry away in and through the said leased premises, or any part thereof, doing no wilful hurt or damage in the grain or grass of the said *Barnard Bigg*, his executors, administrators or assigns; and also except to the said *Alfred Aston*, his heirs and assigns,

The parties.

The consideration.

The demise.

The parcels.

General words.

More parcels.

(Exception of trees, &c.

with ingress, &c. for the lessor, &c.

and liberty to
view, &c.)

Habendum

for years;

paying at the
lessor's dwelling-
house a yearly
rent,

and an additional
rent for plough-
ing.

Proviso on non-
payment,

or assignment by
the lessee of any
part (except the
cottages) with-
out consent, the
lessor may re-
enter.

assigns, at all times during the term hereby leased, free liberty to enter upon the premises, and every part thereof, to view the condition of the repairs thereof); to have and to hold the said messuages, cottages, tenements or farm-house, closes and pieces and parcels of arable land, ley, meadow, pasture-ground and premises, with their appurtenances (except before excepted) unto the said *Barnard Bigg*, his executors, administrators and assigns, from the feast of Saint *Michael* the archangel next ensuing the date hereof, for and during, and unto the full end and term of fourteen years from thence next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly and every year, during the said term, unto the said *Alfred Aston*, his heirs or assigns, at or in his now dwelling-house situate in *King-street London*, the yearly rent or sum of 80*l.* of lawful money of *Great Britain*, at the two most usual feasts or days of payment in the year, that is to say, the feast of the annunciation of the blessed virgin *Mary* and St. *Michael* the archangel, by even and equal portions; the first payment thereof to begin and to be made on the feast-day of the annunciation of the blessed virgin *Mary* next ensuing the date hereof; and also yielding and paying therefore yearly and every year during the said term, unto the said *Alfred Aston*, his heirs or assigns, at the days and place, and in manner aforesaid (over and above the said yearly rent of 80*l.* herein before reserved) for every acre of meadow, pasture-ground or hedge-greens hereby leased, that the said *Barnard Bigg*, his executors, administrators or assigns, shall ear, plough, dig up, or convert into tillage, the sum of 5*l.* of like money, and so proportionably after that rate for every greater or lesser quantity than an acre; the first payment of the said 5*l.* per acre to be made on the first of the said feast-days which shall next happen after the ploughing or digging up any part of the same meadow, pasture-ground or hedge-greens. Provided always, and upon condition nevertheless, that if it shall happen that the said yearly rents hereby reserved, or either of them, or any part of them, or either of them, or other the occasional payments (if any happen to be) shall be behind and unpaid by the space of twenty-one days next over or after either of the said feasts or days of payment, whereon the same ought to be paid as aforesaid (being lawfully demanded at the place of payment aforesaid; or if the said *Barnard Bigg*, his executors, administrators or assigns, or any of them, shall assign over or otherwise depart with this indenture, or the premises hereby leased, or any part thereof, to any person or persons whatsoever (except the two cottages) without the consent of the said *Alfred Aston*, his heirs and assigns, first had and obtained in writing under his and their hands and seals for that purpose; then and in either of the said cases it shall and may be lawful to and for the said *Alfred Aston*, his heirs or assigns, into the premises hereby leased, or any part thereof, in the name of the whole wholly to re-enter, and the same to have again, retain, re-possess and enjoy as in his and their first and former estate or estates; any thing herein contained

contained to the contrary thereof in any wise notwithstanding. And the said *Barnard Bigg* doth hereby for himself, his heirs, executors, administrators and assigns, and for every of them, covenant, promise, grant and agree, to and with the said *Alfred Aston*, his heirs and assigns, in manner following; that is to say, that he the said *Barnard Bigg*, his heirs, executors, administrators or assigns, shall and will well and truly pay, or cause to be paid, unto the said *Alfred Aston*, his heirs or assigns, the said yearly rent of 80*l.* and also the said rent of 5*l.* per acre per annum, for ploughing up meadow, pasture or hedge-greens as aforesaid, at the days, times and place, and in such manner, as are herein before appointed for payment thereof, according to the respective reservations thereof afore-mentioned, and the true intent and meaning of these presents. And that he the said *Barnard Bigg*, his executors, administrators and assigns, shall and will, at his and their own proper costs and charges, well and sufficiently repair, amend, maintain, scower, cleanse, preserve and keep in repair the said messuage, tenement or farm-house, and all other the houses, out-houses, edifices, buildings, barns, stables, dove-houses, gates, pales, rails, stiles, hedges, ditches and fences belonging to the hereby leased premises from time to time during this present lease; he the said *Alfred Aston*, his heirs and assigns, upon reasonable request and timely notice to them made and given in writing, as is herein after mentioned, finding and allowing on the said premises, or within four miles distance thereof, all rough timber, brick, lime, tiles, and all other materials whatsoever (except straw) for the doing thereof, to be carried to the hereby leased premises at the charges of the said *Barnard Bigg*, his executors, administrators or assigns, and the same premises so repaired, amended and kept in repair as aforesaid, at the end, expiration, or other sooner determination of this present lease, shall and will leave and yield up into the hands and quiet possession of the said *Alfred Aston*, his heirs or assigns. And that he the said *Barnard Bigg*, his executors, administrators or assigns, shall not nor will at any time, during this present lease, crop or sow above two years together any of the arable lands and closes hereby leased, but every third year permit the same to lie fallow and unsown, according to the custom of the county, and the seasons thereof; and that it shall and may be lawful to and for the said *Alfred Aston*, his heirs and assigns, with servants, horses, ploughs, carts, and other necessities, at *Lady-day* next preceding the expiration of this present lease, to enter upon such closes and grounds, parcel of the hereby leased premises, as then and by course of the seasons ought then to lie fallow and unsown, the same to plow, fallow and manure, and to have to grafs, herbage, sheep-walks and sheep-commons thereof; and also to enter upon the dung that shall be then in the yard or yards, and at the same time to have the dung in the dove-house, and the hen-dung in the hen-house; and also to have some convenient place in the said dwelling-house for his and their servants to lodge and diet in, and

The lessee covenants for payment of the rents,

and for repairs.

The landlord to find rough timber, &c.

The tenant covenants not to sow the same land above two years together:

and that the lessor may enter within the term to plough the fallow-ground,

and to have the dung,

and lodging for servants, &c.

some

some convenient place to lay hay and chaff in, and some convenient stable-room for his and their horses to stand and be in, without extinguishment of any of the yearly rents herein before reserved, and without giving or making any allowance or satisfaction for the same. And farther, that he the said *Barnard Bigg*, his executors, administrators and assigns, shall not, at any time or times during the last two years of the said term sell, give away, or otherwise dispose of any of the straw which shall be growing and arising upon the said leased premises, and shall not burn any of the straw except it be for the necessary singeing of his or their hogs for the use of their own families: and that he the said *Barnard Bigg*, his executors, administrators and assigns, shall and will lay and imbarn all the crops of corn and grain which shall be growing and arising upon the said hereby leased premises in every year of the said term in the barns and rick-yards belonging to the said leased premises, and not elsewhere, and the same there to thresh out, and the straw and stover that shall arise therefrom and thereby turn into the yard or yards, and the same feed up with his or their cattle, for the better increase and making of dung there, and the dung and soil that shall arise thereby, lay, spread and bestow upon the hereby leased premises in husband-like manner, and not elsewhere; and shall and will leave unto and for the use of the said *Alfred Aston*, his heirs or assigns, all the dung and compost which shall be made in the said yard or back-sides belonging to the said hereby leased premises the three last years of the said term, which shall be made of the two last crops of corn and grain, for manuring the premises, or otherwise to be disposed of as he the said *Alfred Aston*, his heirs or assigns, shall think fit and convenient: and that he the said *Barnard Bigg*, his executors, administrators and assigns, shall sow the three last years of this present lease one third part of the edge-crop with pease or vetches: and that he the said *Barnard Bigg*, his executors, administrators and assigns, shall and will at all times, during the term hereby leased, endeavour to preserve and keep the dove-house with a good flight of pigeons, dove-house like, and at the end, expiration, or other sooner determination of the said term of fourteen years, shall and will leave up the same so preserved and kept into the hands of the said *Alfred Aston*, his heirs or assigns. And that he the said *Barnard Bigg*, his executors, administrators and assigns, shall and will at all times, during the said term of fourteen years hereby leased, bear, and pay and discharge all such taxes, levies and assessments whatsoever, which shall be taxed, rated, levied or assessed upon the said hereby leased premises, which shall belong to a tenant to pay. And that he the said *Barnard Bigg*, his executors, administrators and assigns, shall not nor will at any time or times, during this present lease, cut, plash or new make any of the hedges belonging to the hereby leased premises, but such as shall be of twelve years growth, and those only at seasonable times in the year, and when the closes and grounds to which such hedges belong shall be sown with wheat, rye, or barley,

The lessee not to dispose of straw within the last two years;

and to inn the corn upon the premises,

and use the straw there:

to sow pease in the latter years;

to preserve the pigeons;

to pay taxes, &c.

Not to cut hedges under a certain growth, &c.

barley, on a summer's tilth, or be closes of old pasture, and after the same shall be cut, plashed or new made as aforesaid, the same preserve and keep from biting or destruction by cattle or otherwise; and shall and will at such cutting and plashing thereof cleanse and scower the ditches against such hedge or hedges where ditches have been heretofore and do lie next unto any lane or highway, and the offal-wood that shall arise by the cutting or plashing of such hedges, the same faggot and make up, and carry unto the said leased messuage or farm-house, there to be spent by way of fire-bote, and not to be sold or disposed of in any other manner whatsoever. And that he the said *Barnard Bigg*, his executors, administrators and assigns, shall not nor will, at any time or times during the term hereby leased, lop, top, fised or cut any of the trees or spring-wood belonging to the said leased premises, but such pollard-trees and spring-wood as have been usually lopt and cut by former and other tenants, and those only of twelve years growth, and the lops that shall arise and come therefrom carry into the said hereby leased messuage or farm-house, there to be spent by way of fire-bote, and not to be sold or disposed of in any other manner whatsoever; and shall not nor will, at any time or times during this lease, inordinately burn or waste any of the fire-wood which is so allowed to be spent by way of fire-bote as aforesaid; and shall preserve and keep the said pollard-trees, as also all the fruit-trees and spring-wood belonging to the hereby leased premises, from all wilful or negligent hurt or waste. And the said *Alfred Aston* doth hereby for himself, his heirs and assigns, covenant, promise, grant and agree, to and with the said *Barnard Bigg*, his executors, administrators and assigns, in manner following; that is to say, that he the said *Alfred Aston*, his heirs and assigns, shall and will from time to time, and at all times during this present lease, at seasonable times for cutting timber, find, provide for, and allow unto the said *Barnard Bigg*, his executors, administrators or assigns, on the said premises hereby leased, or within four miles distance therefrom, necessary rough timber, brick, lime and tiles, and all other materials whatsoever, for the repairing and amending thereof (except straw) within forty days after notice of the want thereof, and demand thereof made by the said *Barnard Bigg*, his executors, administrators or assigns, unto the said *Alfred Aston*, his heirs or assigns, in writing; the said timber and other materials to be carried to the said hereby leased premises at the charges of the said *Barnard Bigg*, his executors, administrators or assigns: and also shall and will from time to time, and at all times during this present lease, allow unto the said *Barnard Bigg*, his executors, administrators or assigns, timber to be had and taken of and from the hereby leased premises (if any such there be) for necessary plough-bote to be used and spent upon the same premises, and not elsewhere, and to be set out for that purpose by the said *Alfred Aston*, his heirs or assigns, deputies or friends, on such notice as aforesaid of the want thereof. And that he the said *Alfred Aston*, his heirs

and to spend the wood in the house.

Not to lop trees, except pollards.

The loppings to be spent in the house.

The lessor covenants to find timber, &c. for repairs,

upon notice had,

and to allow plough bote, if on the premises;

or

and to allow
room for thresh-
ing the tenant's
last crop for the
straw,

and room for
servants, &c.

And that the
lessee may en-
joy, paying, &c.

or assigns, shall and will permit and suffer the said *Barnard Bigg*, his executors, administrators and assigns, to have the use of all the barns, yards and granaries hereby leased, for the laying in and threshing out of his or their crop of corn and grain, which shall be growing and arising upon the premises in the last year of the said term of fourteen years hereby leased for the spending of the straw and stover that shall arise therefrom, with horses, cows, bullocks and other cattle, until the feast of Saint *John the Baptist*, commonly called *Midsummer-day*, next after the end, expiration, or other sooner determination of the said term of fourteen years: And also to have some convenient rooms in the said hereby leased messuage or farm-house for his or their servants to lodge and diet in, and some convenient place for his or their horses to stand and be in, and some convenient place to lay hay and chaff in, until the 24th day of *June* next after the determination of the said term of fourteen years. And lastly, that it shall and may be lawful to and for the said *Barnard Bigg*, his executors, administrators and assigns (paying the rents herein before reserved, and performing the covenants and agreements herein before mentioned or contained, and which on his and their parts and behalfs are or ought to be paid, done and performed) peaceably and quietly to have, hold, occupy, possess and enjoy the said hereby leased premises, with the appurtenances, during the said term of fourteen years hereby granted, without any molestation or interruption whatsoever, of or by him the said *Alfred Aston*, his heirs or assigns, or of or by any other person or persons, lawfully or equitably claiming or to claim, from, by or under him, them, or any of them. In witness, &c.

No. 2.

A lease from the father who is tenant for life, and the son who has the remainder in the inheritance of a house, garden, &c. with proper covenants. A proviso in favour of the tenant, for determining the term on notice.

The parties.

The considera-
tion.

The demise.

THIS indenture made the fourteenth day of *October* anno Domini 1729, and in the third year of the reign of our sovereign Lord *George the second*, by the grace of God, of *Great Britain*, &c. between *Amos Ash* citizen and grocer of *London*, and *Bryan Ash* clerk, son and heir apparent of the said *Amos Ash*, of the one part, and *Celia Carr* of the parish of *Dotten* in the county of *Essex*, widow, of the other part, witnesseth, that for and in consideration of the rent, covenants and agreements herein after reserved and contained on the part of the said *Celia Carr*, her executors, administrators and assigns, to be paid, done and performed, they the said *Amos Ash* and *Bryan Ash* have demised, leased, and to farm let, and by these presents do, and each of them doth demise, lease, and to farm let, unto the said *Celia Carr*, all

all that brick messuage or tenement, with the coach-house, stable, garden, yard, backside, and other appurtenances thereunto belonging, or therewith used or enjoyed, situate near the pound in the aforesaid parish of *Dotten*, and now in the tenure of the said *Celia Carr*, her assigns or under-tenants, together with all ways, passages, lights, easements, waters, water-courses, profits, commodities, advantages and appurtenances whatsoever, to the same messuages and premises belonging or appertaining, or therewith used; to have and to hold the said messuage or tenement, coach-house, stable, garden, yard, backside and premises, with their appurtenances, unto the said *Celia Carr*, her executors, administrators and assigns, from the feast-day of *St. Michael* the archangel now next ensuing, unto the full end and term of twenty-one years: yielding and paying therefore yearly and every year, during so many years of the said term of twenty-one years as the said *Amos Ash* shall live, unto the said *Amos Ash* and his assigns, the rent of 40 l. of lawful money of *Great Britain*, at the four most usual feasts or days of payment in the year, that is to say, *Christmas-day*, *Lady-day*, *Midsummer-day* and *Michaelmas-day*, payable quarterly by equal portions; and yielding and paying unto the said *Bryan Ash*, his heirs and assigns, from and after the decease of the said *Amos Ash*, for and during the then residue and remainder of the said term of twenty-one years, the like yearly rent of 40 l. at the days and by the proportions before limited for payment thereof. And the said *Celia Carr* doth hereby for herself, her heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said *Amos Ash*, *Bryan Ash*, and the heirs and assigns of the said *Bryan Ash*, that she the said *Celia Carr*, her executors, administrators or assigns, shall and will well and truly pay the said yearly rent of 40 l. at such times and in such manner as aforesaid. And further, that she the said *Celia Carr*, her executors, administrators or assigns, shall and will, at her and their own proper costs and charges, well and sufficiently repair, support, uphold, sustain, maintain, pave, glaze, tile, cleanse, empty, pale, amend and keep the said messuage or tenement, and other the said hereby demised premises, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, when, where, and as often as need or occasion shall be or require, during the time hereby granted (except for or in respect of any damage or want of repairs, that may in any wise happen or be occasioned to the said messuage or tenement, or the foundation thereof, or to a wall of the same messuage on the east-side thereof, towards the said coach-house and stable, by reason or means of a crack which now is, and for some years last past hath been in the said wall, which damage or want of repairs (in case any such shall be) by reason of the said crack in the said wall, is not to be made good or repaired by the said *Celia Carr*, her executors, administrators or assigns, but by the landlord or landlords for the time being of the premises); and the said messuage and other the said hereby demised premises

The parcels.
A messuage,
coach-house, &c.

General words.

Habendum

for a term;
yielding, &c. to
the lessors re-
spectively and
successively a
rent quarterly.

The lessee cove-
nants duly to
pay,

and to repair,

during the term,

(except as to
part, where
there is a crack)

and so to leave
the same,

with wainscots,
&c. in a schedule.

And that the
lessors may en-
ter to view, &c.

and to give notice
of defects.

Proviso for re-
entry on non-
payment of rent.

The lessors co-
venant for quiet
enjoyment,

the tenant pay-
ing and perform-
ing.

being so well and sufficiently repaired, upholden, supported, sus-
tained, maintained, tiled, paved, emptied, purged, cleansed,
glazed, amended and kept (except as is before excepted) at the
end or other sooner determination of the said term of twenty-one
years, which shall first happen, shall and will peaceably and qui-
etly leave, surrender and yield up, unto the said *Amos Ash* and
Bryan Ash, or one of them, or to the heirs or assigns of the said
Bryan Ash, together with all wainscots, partitions, shelves, cup-
boards, dressers, locks, keys, bolts, iron-bars, and other things
now belonging or affixed to the said messuage or tenement, coach-
house and stable, and other the said hereby demised premises, and
particularly mentioned in the schedule thereof here under written,
in as good case and condition as the same now are (reasonable use
and wearing thereof in the mean time only excepted). And also
that it shall and may be lawful to and for the said *Amos Ash* and
Bryan Ash, and the heirs and assigns of the said *Bryan Ash*, with
workmen or others, in his or their, or any of their company, or
without, twice or oftner in every year, yearly during the said term,
at convenient times in the day-time, at his or their free wills
and pleasures, to enter and come into and upon the said demised
premises, or any part thereof, there to view, search and see the
state and condition of the reparations thereof; and of all such
decays and wants of reparations as shall be then and there found,
to give or leave notice or warning in writing at the said demised
premises, unto and for the said *Celia Carr*, her executors, ad-
ministrators or assigns, to repair and amend the same within the
space of three months then next ensuing; within which said space
of three months she the said *Celia Carr*, for herself, her execu-
tors, administrators and assigns, doth covenant and agree to re-
pair and amend the same accordingly (except as before excepted).
Provided always, that if it shall happen that the said yearly rent
of 40*l.* shall be behind or unpaid, in part or in all, by the space
of twenty-one days after any of the said feasts or days on which
the same ought to be paid as aforesaid (being lawfully demanded)
that then it shall and may be lawful to and for the said *Amos Ash*
and *Bryan Ash*, or one of them, or the heirs or assigns of the
said *Bryan Ash*, into the said messuage or tenement, and pre-
mises, or any part thereof, in the name of the whole to re-enter,
and the same to have again, retain, re-possess and enjoy, as in his
or their first and former respective estates and interests therein,
any thing herein contained to the contrary notwithstanding.
And the said *Amos Ash*, for himself, his executors and admini-
strators, and the said *Bryan Ash* for himself, his heirs and assigns,
do, and each of them doth covenant, promise, grant and agree,
to and with the said *Celia Carr*, her executors, administrators
and assigns, that she the said *Celia Carr*, her executors, admini-
strators and assigns (paying the said yearly rent of 40*l.* hereby
reserved, and performing, fulfilling and keeping all and singular
the covenants, clauses, provisos and agreements herein contained,
which on her and their parts and behalfs are and ought to be paid,
done

done and performed, according to the true intent and meaning of these presents) shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage or tenement, and other the premises hereby demised, for and during the said term of twenty-one years, without the lawful let, suit, trouble, denial, eviction or interruption of the said *Amos Ash* and *Bryan Ash*, or either of them, their or either of their heirs or assigns, or of or by any person or persons lawfully claiming or to claim, from, by or under them, or either or any of them respectively. Provided always, and it is hereby declared and agreed, by and between all the said parties to these presents, that in case the said *Celia Carr*, her executors, administrators or assigns, shall be minded at the end of the first fourteen years of the said term of twenty-one years to leave, quit and yield up the said messuage and premises hereby demised, and of such her or their mind shall give or leave notice or warning in writing, to or for the said *Amos Ash* and *Bryan Ash*, or either of them, or the heirs or assigns of the said *Bryan Ash*, at any or either of his or their then respective dwellings or places of abode, six calendar months or more before the end and expiration of the said first fourteen years, that then and in such case, from and after the expiration of the said first fourteen years, and payment of all rent and arrears of rent, and duties on the tenant's part to be paid, and which shall be then due for the premises, and performance of the covenants herein before contained on the part of the said *Celia Carr*, her executors, administrators and assigns, till the expiration of the said fourteen years inclusive to be done and performed, this indenture and every clause and sentence herein contained shall cease, determine, and be utterly void; any thing herein contained to the contrary thereof notwithstanding. In witness, &c.

Proviso for the
the tenant to
quit at a certain
time on notice
given.

*A lease for three lives, from a prebendary of a No. 3.
prebend. Tithes, &c. with exception of a pre-
sentation. An appointment of an attorney to
make livery of seisin.*

THIS indenture tripartite, made the tenth day of *August* in the fifth year of the reign of our sovereign Lord *George* the second, by the grace of God, of *Great Britain, France* and *Ireland* king, defender of the faith, &c. and in the year of our Lord 1732, between *Arthur Allen* clerk, prebendary of the prebend of *Bitton* within the cathedral church of *Thetford* in the county of *Norfolk* of the first part, *Charles Cary* of *Dotton* in the said county of *Norfolk* esq; of the second part, and *Ezekiel Ellis* and *Fulk Fox*, both of *Dotton* aforesaid clerks, of the third part, witnesseth, that the said *Arthur Allen*, as well for and in consideration of the surrendring and yielding up of one indenture tripartite, bearing date the tenth day of *December* in the second year

The parties.

The consideration.
Surrender of a
former lease.

(which is here
recited)

and money paid

The demise.
The parcels.
A prebend,
mansion-house,
&c. tithes, &c.

(except the pre-
sentation to the
vicarage)

Habendum

of his present majesty's reign, and in the year of our Lord 1729. made or mentioned to be made between *Gregory Gill* clerk, late prebendary of the aforesaid prebend of *Bitton* (since deceased) of the first part, the right honourable *John* lord *Hampstead*, baron of *Hampstead* (since also deceased) of the second part, and *Jerom Fell* of *Kirkall* in the county of *Lancaster* gent. and *Matthew Moyle* of *Nuttar* in the said county of *Norfolk* yeoman, of the third part, wherein and whereby the said *Gregory Gill* did demise, grant, betake, and to farm let, unto the said *John* lord *Hampstead*, all that the prebend of *Bitton*, and other the premisses thereunto belonging; to hold unto the said *John* lord *Hampstead*, his heirs and assigns, (a) from the making thereof, for and during the natural lives of the afore-named *John* lord *Hampstead* and *Jane* lady *Hampstead* his then wife, and the right honourable *William* late lord *Hampstead* deceased, by the name of the honourable *William Hampstead* esq; then eldest son of the said *John* lord *Hampstead*, and for and during the natural life of every and each of them longest living (of which lives the said *Jane* lady *Hampstead* is still in being) the interest of which said lease is now by good and sufficient mesne conveyances come to and vested in the said *Charles Cary*; as also for and in consideration of a competent sum of good and lawful money of *Great Britain*, to him the said *Arthur Allen* in hand paid by the said *Charles Cary*, at or before the ensealing and delivery of these presents, the receipt whereof the said *Arthur Allen* doth hereby acknowledge, and thereof release, acquit and discharge the said *Charles Cary*, his heirs, executors and administrators, and for other good causes and valuable considerations him the said *Arthur Allen* hereunto moving, he the said *Arthur Allen* hath demised, granted, betaken, and to farm let, and by these presents doth demise, grant, betake, and to farm let, unto the said *Charles Cary*, all that the said prebend of *Bitton*, with the mansion-house of the said prebend, barns, stables, and all other edifices to the same belonging, together with all and singular tithes, oblations, obventions, fruits, lands, tenements, meadows, leasowes, pastures, commons, woods, waters, prehemincences, privileges and advantages whatsoever, to the said premisses belonging, or in any wise appertaining (except always out of this present demise, to the said prebendary and his successors of the said prebend the presentation, nomination and disposition, from time to time, and at all times, of and to the vicarage of *Bitton* aforesaid); to have and to hold the said prebend of *Bitton*, with the mansion-house of the said prebend, barns, stables, and all other houses and edifices to the same belonging or in any wise appertaining, tithes, oblations, obventions, fruits, lands, tenements, meadows, leasowes, pastures, commons, woods, waters, prehemincences, privileges, advantages, and all other the premisses with the appurtenances whatsoever (except before excepted) unto the said *Charles Cary*, his heirs and assigns, from

(a) These words, *from the making*, must not be altered to these others, *from the day of the making*; the former is the power given by stat. 13 *Eliz. cap. 10.* and must be pursued.
the

the making hereof for and during the natural lives of him the said Charles Cary and Prudence Cary his wife, and the said Jane lady Hampstead, and for and during the natural life of every and each of them longest living: yielding and paying therefore yearly during the said term, unto the said prebendary and his successors, at the mansion-house of the said prebend, the yearly rent of 40*l.* of lawful money of Great Britain, at two terms in the year, that is to say, at the feasts of Saint Michael the archangel, and at the annunciation of the blessed lady the Virgin Mary, by even and equal portions. And if it shall happen the said yearly rent of 40*l.* to be behind or unpaid in part or in all, at any one of the said days or times of payment on which it ought to be paid as aforesaid, it being lawfully demanded, and not paid; that then it shall and may be lawful for the said prebendary and his successors, or his and their assigns, into the said prebend and other the premisses to enter and distrain, and the distress and distresses there to be found to take, drive and carry away, and the same to detain and keep or impound (b) until the said rent of 40*l.* and the arrears thereof (if any then shall be) shall be duly paid and satisfied unto the said prebendary or his successors, or his or their assigns. And if the said 40*l.* or any part thereof, be unpaid by the space of one month after any one of the said feasts, accounting twenty-eight days to the month, then the said Charles Cary, his heirs or assigns, shall forfeit or lose to the said prebendary and his successors in the said prebend, for every such default, the sum of 40*s.* *nomine pænæ*. And that it shall and may be lawful for the said prebendary and his successors into the said prebend and other the premisses, or any part thereof, to enter and distrain for the said 40*s.* and such distress to keep until the same shall be satisfied and paid. And if the said 40*l.* or any part thereof, be unpaid by the space of forty days next after any one of the said feasts and months aforesaid, being lawfully demanded, and no sufficient distress upon the premisses or any part thereof can or may be found, that then and from thenceforth it shall and may be lawful to and for the said prebendary and his successors, or his or their assigns, to re-enter into the premisses, and have and take the said premisses into the full and absolute possession of the said prebendary and his successors, as if this lease had not been made. And the said Charles Cary for himself, his heirs and assigns, doth covenant and grant, to and with the said prebendary and his successors, prebendaries of the said prebend by these presents, that he the said Charles Cary, his heirs and assigns, at their own costs and charges, shall and will sufficiently repair, sustain and maintain the chancel of the church of Bitton aforesaid, and all and every of the houses, fences and ditches belonging to the said prebend and other the premisses (excepting the houses and buildings of or belonging to the vicarage aforesaid) and them and every of them so sufficiently repaired,

to the lessor, his heirs and assigns, for three lives,

yielding, &c. a rent to the lessor and his successors.

Clause of distress.

On non-payment by a day limited, a *nomine pænæ*.

Clause of distress.

On non-payment by a farther day, and default of distress, a re-entry.

The lessee covenants to repair the chancel of the church,

and the houses, &c.

(except of the vicarage)

(b) The editor apprehends it might be proper to conclude the clauses of distress to this effect, or to sell or dispose of according to law; as conceiving that the above form is taken from some church-precedent before the statute 2 W. & A. cap. 5.

And to pay all
taxes,

except tithes,
&c. to the crown
or bishop, which
are to be paid by
the prebendary,
&c.

The lessor cove-
nants for quiet
enjoyment;

Except as before,
and except rent.

The power of
attorney to make
livery of seisin.

sustained and amended, shall leave and yield up at the end of the said term. And that he the said *Charles Cary*, his heirs and assigns, shall during the said term bear, pay and sustain all taxes, rates, assessments, impositions, payments and other charges whatsoever they be, growing and due, to be paid and borne out of and for the said prebend, and other the hereby intended to be granted premises (excepting all tenths, dismes, proxies and synodals, and such duties and charges, as well to our sovereign lord the king's majesty, and his heirs and successors, as to the bishop and ordinary of the diocese of *Thetford* aforesaid, or to any person or persons, as by the said prebendary or his predecessors have heretofore been used to be paid; which excepted dismes, tenths, duties and charges, are in right to be paid and discharged by the said prebendary and his successors during the said term). And the said *Arthur Allen* for himself, his heirs, executors, administrators and successors, covenanteth and granteth, to and with the said *Charles Cary*, his heirs and assigns, that he the said *Charles Cary*, his heirs and assigns, for and under the aforesaid yearly rent of 40 *l.* payable in manner and form aforesaid, shall or lawfully may peaceably and quietly have, hold, possess and enjoy all the said prebend and other the demised premises, with their appurtenances, during the said term, without any let, suit, trouble, gainfaying or interruption of him the said *Arthur Allen*, his executors, administrators or successors in any wise, or any person or persons lawfully claiming or to claim, from, by or under the said *Arthur Allen*, or his successors, or any of them, or by his, their, or any of their assent or procurement (except before excepted); and except one annual rent of 16 *l.* heretofore granted by *Robert Rich*, clerk, then prebendary of the said prebend, to the dean and chapter of the cathedral church of *Thetford* aforesaid, and their successors, during the estate for which the same was by him so granted, to the use and benefit of the vicars of *Bitton* for the time being; and excepting also one annual rent of 24 *s.* of lawful *British* money, heretofore granted by the said *Robert Rich* to the dean and chapter of the same cathedral church of *Thetford* and their successors, during the estate for which the same was by him so granted, amounting in the whole to 40 *l. per annum*; to the use, and farther and fuller augmentation and benefit of the vicars of *Bitton* for the time being. And lastly, the said *Arthur Allen*, prebendary aforesaid, doth by these presents make, constitute and appoint the said *Ezekiel Ellis* and *Fulk Fox* his lawful attornies, jointly and severally, for him the said *Arthur Allen*, and in his name into the said prebend and premises above-mentioned to be hereby granted, or any part thereof, in the name of the whole to enter, and full and peaceable possession and seisin thereof, for him the said *Arthur Allen* and in his name, to take and have, and after such entry, possession and seisin thereof had and taken, the like full and peaceable possession and seisin thereof, or of some part thereof, in the name of the whole, unto the said *Charles Cary*, or to his attorney or attornies in that behalf, to give and deliver according

according to the form and effect of these presents. And whatsoever the said *Ezekiel Ellis* and *Fulk Fox*, or either of them, shall do in the premises, he the said *Arthur Allen* shall and will ratify and approve of. In witness whereof the said parties to these present indentures interchangeably have hereunto set their hands and seals, the day and year first above written.

*A demise from one to one of two different parcels No. 4.
for terms, with different commencements, but
ending together. Reservation of rent accordingly.
A clause of surrender at a certain time.*

THIS indenture, made the first day of *April anno Domini* 1730, and in the third year of the reign of king *George* the second, &c. between *Sir Arthur Astley* of *Bradden* in the county of *Cambridge* bart. of the one part, and *Dennis Diggs* citizen and vintner of *London* of the other part, witnesseth, that the said *Arthur Astley*, for and in consideration of the yearly rents, covenants and agreements herein after reserved and contained, on the part and behalf of the said *Dennis Diggs*, his executors, administrators and assigns, to be paid, done and performed, hath demised, granted, and to farm letten, and by these presents doth demise, grant, and to farm let, unto the said *Dennis Diggs*, all that messuage or tenement, with the garden, coach-house, stable and out-houses thereunto belonging, and therewith now enjoyed, as the same now are in the tenure or occupation of the said *Dennis Diggs*, situate, lying and being in *Ealing* in the parish of *Foxend* in the county of *Glamorgan*; and also all that other messuage or tenement, and all these several pieces or parcels of meadow or pasture-land formerly in one piece or parcel, and lately divided, commonly called or known by the name of *Henfield*, containing by estimation fifteen acres or thereabouts, be the same more or less, lying east on the garden formerly belonging to *John Joy* deceased, and south on land formerly belonging to the said *John Joy*, and the road, and north on the garden-wall belonging to the messuage or tenement first above-mentioned and *Kenedy Kelly*, and west on the common sewers, which last mentioned messuage or tenement, and several pieces or parcels of meadow or pasture-land, are also situate, lying and being in or near *Foxend* aforesaid, and now are in the tenure or occupation of *Mark Moor*, his under-tenants or assigns, together with all ways, paths, passages, lights, easements, waters, water-courses, profits, commodities, advantages and appurtenances whatsoever, to the said messuages or tenements, pieces or parcels of land, and premises belonging, or in any wise appertaining; except and always reserved out of this present demise, unto the said *Sir Arthur Astley*, his heirs and assigns, the bodies of all timber-trees and pollard-trees, now growing and being, and which hereafter during the term hereby granted

The parties.

The consideration.

The demise.

The parcels.
A house, garden,
coach-house, &c.

Another messuage, and land described by its bounds.

General words.

Exception of timber-trees, &c.

Habendum one
parcel from a day
for a term :

and the other
parcel from a
different day for
a different term :

yielding for the
first parcel during
part of the term,
a rent payable
quarterly.

Then for both
parcels an intire
rent.

The tenant co-
venants to pay
the rent,

and to repair ;

shall grow and be upon the said demised premises, or any part thereof ; to have and to hold the said messuage or tenement, garden, coach-house, stable, out-houses and premises, above-mentioned to be in the occupation of the said *Dennis Diggs*, unto him the said *Dennis*, his executors, administrators and assigns, from the feast-day of the annunciation of the blessed Virgin *Mary* next ensuing the date of these presents, for and during, and unto the full end and term of twenty-one years, from thence next ensuing, and fully to be compleat and ended ; and to have and to hold the said other messuage or tenement, and the several pieces or parcels of meadow or pasture-land, and premises now in the occupation of the said *Mark Moor*, unto the said *Dennis Diggs*, his executors, administrators and assigns, from the feast-day of Saint *Michael* the archangel, which will be in the year of our Lord 1734, for and during, and unto the full end and term of seventeen years and a half, from thence next ensuing, and fully to be compleat and ended : yielding and paying for the said messuage and tenement, garden, coach-house, stable, out-houses and premises, above-mentioned to be now in the occupation of the said *Dennis Diggs*, unto the said Sir *Arthur Asby*, his heirs or assigns, for and during the first three years and an half of the said term of twenty-one years hereby demised, the yearly rent or sum of 20 *l.* of lawful money of *Great Britain*, on the four most usual feasts, or days of payment of rent in the year, that is to say, the feasts of the nativity of Saint *John* the Baptist, Saint *Michael* the archangel, the birth of our Lord Christ, and the annunciation of the blessed Virgin *Mary*, by even and equal portions ; the first payment thereof to begin and be made on the feast-day of the nativity of Saint *John* Baptist next ensuing the date hereof. And also yielding and paying for all the said hereby demised premises, unto the said Sir *Arthur Asby*, his heirs or assigns, for and during the last seventeen years and an half of the said term of twenty-one years, the yearly rent or sum of 60 *l.* of like lawful money, on the four most usual feast-days, or times of payment of rent aforesaid, by even and equal portions. And the said *Dennis Diggs* for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said Sir *Arthur Asby*, his heirs and assigns, by these presents, in manner and form following ; that is to say, that he the said *Dennis Diggs*, his executors, administrators and assigns, or some of them, shall and will well and truly pay, or cause to be paid, unto the said Sir *Arthur Asby*, his heirs or assigns, the said several yearly rents or sums of 20 *l.* and 60 *l.* of lawful money of *Great Britain*, on the feast-days or times aforesaid, and in such manner as the same are herein before reserved and made payable, according to the true intent and meaning of these presents. And also that he the said *Dennis Diggs*, his executors, administrators and assigns, or some of them, shall and will from time to time, and during all the said terms hereby granted, at his and their proper costs and charges, well and sufficiently repair, uphold, support, sustain, maintain, pave, purge, scower,

scower, cleanse, glaze, empty, amend and keep the said messuages or tenements, coach-house, stable, buildings and premises, with the appurtenances hereby demised, together with all such erections and buildings as shall hereafter, during the said terms hereby granted, be erected and built, in or upon the said demised premises, or any part or parcel thereof, in, by and with all and all manner of needful and necessary reparations, supportings, pavings, purgings, scowings, cleansings, emptyings and amendments whatsoever, and that when, where, and as often as need or occasion shall be or require. And also shall and will preserve all the fruit-trees, and other trees now standing and growing, and which shall stand and grow on the said demised premises or any part thereof, and in the room and stead of such trees as shall die or decay, shall and will plant or set others of the like sort and goodness; and the said messuages or tenements, coach-houses, stables, buildings and premises, being in and by all things so well and sufficiently repaired, upheld, supported, sustained, maintained, paved, purged, scowred, cleansed, glazed, emptied, amended and kept, in the end of the said term of twenty-one years hereby granted, or other sooner determination of this present lease, which shall first happen unto the said Sir *Arthur Asty*, his heirs and assigns, shall and will peaceably and quietly leave, surrender and yield up, together with three hundred young planted trees, if vacancies require so many. And also that he the said *Dennis Diggs*, his executors, administrators and assigns, shall and will, at his or their own costs and charges, in husband-like manner, five years before the determination or expiration of these presents, lay down so much of the land hereby demised as shall be ploughed or converted into tillage, and sow the same into rye, grass and clover-seed; and shall not nor will, at any time after the same shall be so laid down, break up or convert the same or any part thereof into tillage: and if he or they shall neglect or omit to lay the same down as aforesaid, or shall break up the same after laying down, then from and after such omission, neglect or breaking up, the said *Dennis Diggs*, his executors, administrators or assigns, shall and will forfeit and pay unto the said Sir *Arthur Asty*, his heirs and assigns, at and after the rate of 5*l.* of lawful money of *Great Britain*, *per acre per annum*, for so much of the said demised premises as shall be so broken up or not laid down, by equal quarterly payments, *nomine poenae*, as an increase of rent over and above the said yearly rents before reserved. And farther, that it shall and may be lawful, to and for the said Sir *Arthur Asty*, his heirs and assigns, with workmen and others, in his or their company or without, twice or oftner in every year, yearly, during the respective terms hereby granted, to enter and come into and upon the said demised premises, or any part thereof, there to view, search and see the state and condition of the reparations of the same; and of all the defaults, defects, decays, and wants of reparation, which upon every or any such view or search shall be from time to time found, to give or leave notice or warning thereof in writing

and to preserve trees, and to plant others in the room of those which decay.

And to sow the ploughed lands with grass-seeds at a certain time,

or to pay an increased rent *nomine poenae*.

And that the lessee may enter and view, &c.

and leave notice of defects.

at

In default of
payment,

the lessor may
re-enter.

The lessor cove-
nants for quiet
enjoyment, the
tenant paying,
&c.

A power to the
tenant to quit at
a certain time,
giving notice, &c.

at the said demised premises, or some part thereof, unto and for the said *Dennis Diggs*, his executors, administrators or assigns, to repair and amend the same within the time and space of two months then next following; within which said time and space of two months, he the said *Dennis Diggs*, his executors, administrators or assigns, shall and will repair and amend the same accordingly. Provided always, that if the said yearly rents of 20*l.* and 60*l.* and increase of rent (if any shall be) or any part of them, or either or any of them, shall happen to be behind and unpaid, in part or in all, by the space of fourteen days next over or after any of the feasts or days of payment above-mentioned, whereon the same ought to be paid as aforesaid (being lawfully demanded); that then and from thenceforth, and at all times afterwards, it shall and may be lawful unto and for the said *Sir Arthur Aspley*, his heirs or assigns, into and upon the said demised premises, or any part thereof, in the name of the whole wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in his and their first and former estate and interest, and the said *Dennis Diggs*, his executors, administrators and assigns, and all other tenants and occupiers of the premises, thereout and from thence utterly to expel, put out and amove; this indenture, or any thing herein contained to the contrary thereof, in any wise notwithstanding. And the said *Sir Arthur Aspley* for himself, his heirs and assigns, doth covenant, promise and agree, to and with the said *Dennis Diggs*, his executors, administrators and assigns, by these presents, that he the said *Dennis Diggs*, his executors, administrators and assigns, paying the said yearly rents of 20*l.* and 60*l.* of lawful money of *Great Britain*, and increase of rent (if any shall happen to be) on the feast-days and times, and in such manner and form, as the same are herein before reserved and made payable, according to the true intent and meaning of these presents; and observing, performing, fulfilling and keeping all and singular the covenants, grants, articles, clauses, conditions and agreements herein before mentioned and contained, on his and their parts and behalfs to be observed, performed, fulfilled and kept, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuages or tenements, gardens, coach-house, stable, out-houses, land and premises, with the appurtenances herein before demised, and every part thereof, for and during the several terms of years hereby granted, without any let or interruption of or by the said *Sir Arthur Aspley*, his heirs or assigns, or any other person or persons, lawfully claiming or to claim, by, from or under him, them, or any of them, or by or through his, their, or any of their act, means, estate, right, title, interest, privity or procurement. And lastly, it is hereby provided, by and between the said parties to these presents, that if the said *Dennis Diggs*, his executors, administrators and assigns, shall be minded and desirous, at the expiration of the first fifteen years of the said term of twenty-one years hereby leased, to leave, surrender and deliver up this present indenture of lease and

and the premisses hereby demised, and of such his or their mind and intention, shall six months before the expiration of the first fifteen years signify or give notice or warning in writing, under his or their hands, unto the said Sir *Arthur Asty*, his heirs or assigns; and if the said yearly rents shall be paid according to the reservations aforesaid from time to time, unto the end of the said first fifteen years; and if the premisses be left in good repair, and all other things done and performed according to the covenants aforesaid; that then, from and after the expiration of the first fifteen years, this present indenture, and every thing herein contained, shall cease, determine, and be utterly void, and of none effect, to all intents and purposes whatsoever; any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

A lease by father tenant for life, and son remainder- No. 5.
man of the inheritance, of a piece of garden-
ground, to accommodate a tenant of a messuage,
&c. Power given to inclose. Proviso for de-
termining this lease along with the former.

THIS indenture, made the third day of October anno Domini 1731, and in the fifth year, &c. between *Abel Allen* citizen and cooper of *London*, and *Barnard Allen* clerk, son and heir apparent of the said *Abel Allen*, of the one part, and *Clara Coates* of the parish of *Dunstable* in the county of *Essex* widow, of the other part. Whereas the said *Clara Coates* holds by lease from the said *Abel* and *Barnard Allen*, for divers years yet to come, a messuage, coach-house, stable, garden, yard and backside, with their appurtenances, in *Fidham* near the *Grange* in the said parish of *Dunstable*, now in the tenure, possession or occupation of the said *Clara Coates*: now this indenture witnesseth, that in consideration of the rent and covenants herein after reserved and contained, on the part of the said *Clara Coates*, her executors, administrators and assigns, to be paid and performed, they the said *Abel Allen* and *Barnard Allen* have, and each of them hath demised, leased, and to farm letten, and by these presents do, and each of them doth demise, lease, and to farm let, unto the said *Clara Coates*, her executors, administrators and assigns, all that piece of garden-ground, with the appurtenances, lying and being in the said parish of *Dunstable*, late in the possession of *Hugh Hulfe*, and abutting east on the messuage or tenement late in his possession, north on the said garden in the possession of the said *Clara Coates*, west on the high-road from *Inford* to *Kingstown*, and containing in length as well on the said east-side next the said messuage late in the possession of the said *Hugh Hulfe*, as on the said west-side next the said road, sixty feet or thereabouts, and in breadth as well at the north-end as at the south-end twenty-six feet

The parties.

Recital of a former lease between the same parties, of a house, &c.

The consideration.

The demise.

The parcels.
Garden-ground,

with liberty to inclose the same.

Habendum for years;

yielding a rent quarterly,

to the father for his life, then to the son and his heirs.

The lessee covenants to pay, &c.

The lessors covenant for quiet enjoyment.

Proviso for determining this term along with the recited term.

feet or thereabouts, together with free liberty, licence and authority to and for her the said *Clara Coates*, her executors, administrators and assigns, to inclose and lay the said hereby demised piece of ground into the said garden now in her possession by a brick wall, to be erected and built on the east-side of the same piece of ground, from the corner of the said messuage now in her possession up to the wall adjoining to the said road; to have and to hold the said hereby demised piece of garden-ground with the appurtenances, together with such liberty and authority as aforesaid, unto the said *Clara Coates*, her executors, administrators and assigns, from the feast-day of Saint *Michael* the archangel now next ensuing, for and during the full time and term of twenty-one years: yielding and paying therefore during the said term the yearly rent of 30 s. of lawful money of *Great Britain*, at the four most usual feasts or days of payment in the year, that is to say, *Christmas*, *Lady-day*, *Midsummer* and *Michaelmas*; the said rent to be paid unto the said *Abel Allen* and his assigns, for so long of the said term as he shall live; and after his decease, unto the said *Barnard Allen*, his heirs and assigns, for the then residue of the said term. And the said *Clara Coates* doth hereby for herself, her heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said *Abel Allen* and *Barnard Allen*, and the heirs and assigns of the said *Barnard Allen*, that she the said *Clara Coates*, her executors, administrators or assigns, shall and will well and truly pay the said yearly rent of 30 s. at such times and in such manner as aforesaid. And the said *Abel Allen* and *Barnard Allen* do hereby for themselves, their heirs and assigns, covenant, promise, grant and agree, to and with the said *Clara Coates*, her executors, administrators and assigns, that she and they paying the said rent, shall and may peaceably and quietly have, hold and enjoy the said hereby demised piece or parcel of ground with the appurtenances for and during the said term, without the lawful let or interruption of or by them the said *Abel Allen* and *Barnard Allen*, their or either of their heirs or assigns, or of any others, lawfully claiming or to claim, under them or any of them. Provided always, and it is hereby agreed by all the said parties hereto, in case and when and so soon as the said recited lease whereby the said *Clara Coates* holds the said messuage and premises now in her possession as aforesaid shall cease and determine, by virtue of the proviso therein contained, for her yielding up the same messuage or premises on such notice as is in the same lease mentioned, then and in such case and at all times from thenceforth (after payment of all arrears then due of the said rent hereby reserved) this indenture, and every clause and sentence herein contained, shall cease and be void. In witness, &c.

A lease of a capital messuage in London, described No. 6. by its rooms, &c. Some special, besides the usual covenants.

THIS indenture, made the twenty-ninth day of *April anno Domini 1725.* and in the eleventh year of our sovereign lord *George,* by the grace of God, king of *Great Britain, &c.* between Sir *Arthur Astley* of *Bitton* in the county of *Cambridge* bart. of the one part, and Sir *David Deal* of *London* bart. of the other part, witnesseeth, that for and in consideration of the rent, covenants and agreements herein after reserved and contained, by and on the part and behalf of the said Sir *David Deal,* his executors, administrators and assigns, to be paid, done and performed, he the said Sir *Arthur Astley* hath leased, set, and to farm let, and by these presents doth lease, set, and to farm let, unto the said Sir *David Deal,* his executors, administrators and assigns, all that capital messuage or mansion-house situate and being in or near *End-lane,* on the east-side thereof, in the parish of *St. Mary le Bow London,* together with the court-yard fronting the said messuage, and the great gate-way leading from the same into *End-lane* aforesaid, which said messuage containeth the several rooms, places and conveniences herein after mentioned; that is to say, on the ground-floor a little parlour, a butler's room, an entry and passage to the back-stairs, a kitchen, a servant's hall, a servant's bed-chamber, a little yard behind the same, and the arch or passage leading from the said little yard behind the said capital messuage to *Foot-lane,* a pantry on the north-side of the said arch, and a wash-house, coal-vault and necessary-house, on the south-side thereof; on the first floor over the said ground-floor a large hall, a parlour, a dining-room, a withdrawing-room, a yard paved with *Portland-stone* behind the said capital messuage, and a necessary-house; on the second floor a chamber over the hall, another over the parlour, the best chamber and a dressing-room; on the third or upper floor two front-chambers, a middle-room, two back-chambers and a closet between them, and leads over all the said upper floor; and all that brick-building with its appurtenances abutting west on *End-lane* aforesaid, and east on the aforesaid court-yard, and containing the several rooms, places and conveniences following (*viz.*) on the first floor a stable for four horses on the north-side of the aforesaid gate-way, and a stable for three horses on the south-side thereof; on the second floor a servant's room and a hay-loft; on the third floor one large and one small warehouse, and on the fourth floor one large warehouse: and also all and every the vaults and cellars under the said capital messuage, brick-building and court-yard, every or any of them, and full and free liberty of ingress, egress and regress, way and passage with servants, horses, carts and carriages, at all seasonable times during the term hereby leased,

The parties.

The consideration.

The demise.

The parcels.

A capital messuage in *London.* Description by particulars.

And ingress, &c. through a yard of the lessor.

leased, unto and from the said capital messuage, out of and into *Foot-lane* aforesaid, in, by and through the yard belonging to the warehouses of the said Sir *Arthur Asty*, which adjoin or are near to the said capital messuage, and in, by and through the way there that goes between the brew-house and the wash-house, belonging also to the said Sir *Arthur Asty*; and also all other ways, passages, lights, easements, water-courses, profits, commodities and appurtenances whatsoever, to the said capital messuage, brick-building, court-yard, vaults, cellars, and premises hereby leased, belonging or in any ways appertaining, or accepted, reputed, taken or known, as part, parcel, or member thereof; all and singular which said premises hereby leased, are now in the tenure or occupation of the said Sir *David Deal*; to have and to hold the said capital messuage or mansion-house, brick-building, court-yard, vaults, cellars, and all and singular other the premises herein before leased, with their and every of their appurtenances, unto the said Sir *David Deal*, his executors, administrators and assigns, from the feast-day of the annunciation of the blessed Virgin *Mary* last past before the date hereof, for and during, and unto the full end and term of twenty-one years, from thence next ensuing, and fully to be compleat and ended: yielding and paying therefore yearly and every year, during the said term of twenty-one years hereby leased, unto the said Sir *Arthur Asty*, his heirs and assigns, the yearly rent or sum of 100*l.* of lawful money of *Great Britain*, on the four most usual feasts or quarter-days of payment in the year, that is to say, the feasts of the nativity of Saint *John* Baptist, Saint *Michael* the archangel, the birth of our Lord Christ, and the annunciation of the blessed Virgin *Mary*, by even and equal portions; the first payment thereof to be made on the feast-day of the nativity of Saint *John* the Baptist next ensuing the date of these presents. And the said Sir *David Deal* for himself, his heirs executors, administrators and assigns, doth covenant, promise and agree, to and with the said Sir *Arthur Asty*, his heirs and assigns, by these presents, that he the said Sir *David Deal*, his executors, administrators and assigns, shall and will yearly and every year, during the said term hereby granted, well and truly pay, or cause to be paid, unto the said Sir *Arthur Asty*, his heirs or assigns, the said yearly rent or sum of 300*l.* of lawful, &c. on the said four most usual feasts or quarter-days of payment in the year above-mentioned, according to the reservation thereof aforesaid, and the true meaning of these presents.

And the said Sir *David Deal* for himself, his heirs, executors, administrators and assigns, doth farther covenant, promise and agree, to and with the said Sir *Arthur Asty*, his heirs and assigns, by these presents, in manner following; that is to say, that he the said Sir *David Deal*, his executors, administrators and assigns, or some of them, at his, their, or some of their own proper costs and charges, shall and will well and sufficiently repair, support, uphold, sustain, maintain, amend and keep the said capital messuage, brick-building, court-yard, vaults and cellars, and all

General words.

Habendum

for a term,

at a yearly rent, payable quarterly.

The tenant covenants duly to pay. &c.

And to repair;

and singular other the premisses hereby leas'd, with the appurtenances, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, and shall and will in like manner glaze, pave, purge, empty, scower, cleanse, amend, maintain and keep all the glais-windows, pavements, privies, sinks, gutters, water-courses and wydraughts thereunto belonging, and that from time to time, and at all times during the said term hereby leas'd, when, where, and as often as occasion shall be or require; and the said capital messuage, brick-building, court-yard, vaults and cellars, and premisses herein before leas'd with the appurtenances, and also all the glass-windows, pavements, privies, sinks, gutters, water-courses and wydraughts thereunto belonging, being so well and sufficiently repaired, supported, upholden, sustained, maintained, glazed, paved, purged, emptied, scowred, cleansed, amended and kept, at the end and expiration of the said term hereby leas'd, or other sooner determination of this present lease (which shall first happen) unto the said Sir *Arthur Asty*, his heirs or assigns, peaceably and quietly shall and will leave, surrender and yield up, together with all and every the wainscots, paintings, chimney-pieces, marble-slabs, and other things fix'd and being in and about the said leas'd premisses particularly mentioned and express'd, in the schedule thereof indented and to these presents annex'd, in as good case and condition as the same now are and be (reasonable use and wearing thereof in the mean time only excepted). And moreover, that it shall and may be lawful to and for the said Sir *Arthur Asty*, his heirs and assigns, with workmen or others in his or their company or companies, or without, twice or oftner in every year, yearly during the said term hereby granted, at seasonable times in the day-time to enter and come into and upon the said leas'd premisses, or any part thereof, there to view, search and see the state and condition of the same, and of the reparations and amendments thereof, and of all defaults, decays, and wants of reparation, which upon any such view or views shall be found, to give or leave notice in writing or otherwise at the said demis'd premisses, unto or for the said Sir *David Deal*, his executors, administrators and assigns, to repair and amend the same, within the time and space of six months next after such notice thereof shall be given or left as aforesaid; within which said time and space of six months the said Sir *David Deal* for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said Sir *Arthur Asty*, his heirs and assigns, to repair and amend all such defaults and wants of reparations whereof such notice shall be so given or left as aforesaid. Provided always, that if it shall happen the said yearly rent or sum of 100*l.* herein before reserved, or any part thereof, shall be behind or unpaid in part or in all, by the space of thirty days next over or after any of the said feasts or quarter-days of payment, on which as aforesaid the same is reserved and ought to be paid (being lawfully demanded) that then and from thenceforth, and at all times afterwards, it shall and may be lawful to and for the said Sir *Arthur Asty*,

and so to leave them,

with wainscots, &c. in a schedule.

And that the lessor may enter to view, &c.

and give notice of defaults, which the tenant is to repair.

On non-payment,

the lessor may re-enter.

The lessor covenants, that during the term no window shall be made into the yard, without leave of the lessee.

And for quiet enjoyment.

Astry, his heirs and assigns, into the said capital messuage, brick-building, court-yard, vaults, cellars and premises, and into every or any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in his or their first and former estate, and the said Sir *David Deal*, his executors, administrators and assigns, and all other occupiers of the said premises, thereout and from thence utterly to expel, put out and amove; this indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said Sir *Arthur Astry* for himself, his heirs and assigns, doth covenant, promise and agree, to and with the said Sir *David Deal*, his executors, administrators and assigns, by these presents, as followeth; that is to say, that during the said term of twenty-one years hereby granted, no windows or lights of any sort shall be made, in or out of that side of the brick-building or warehouse which is next the yard paved with *Portland-stone*, hereby leased, without the special licence and consent of the said Sir *David Deal*, his executors, administrators or assigns, in writing under his or their hand for that purpose first had and obtained. And also that he the said Sir *David Deal*, his executors, administrators and assigns, well and truly paying the said yearly rent of 300*l.* in manner as the same is herein before reserved and made payable, and observing, performing, fulfilling and keeping all and singular the covenants, clauses, articles and agreements herein before contained, which on his and their parts and behalfs are and ought to be observed, performed, fulfilled and kept, according to the true meaning of these presents, shall or lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the said capital messuage or mansion-house, brick-building, court-yard, vaults and cellars, and all and singular other the premises herein before mentioned to be hereby leased, with their and every of their appurtenances, for and during all the said term of twenty-one years hereby granted, without the lawful let, suit, trouble, eviction, molestation, denial or interruption, of or by the said Sir *Arthur Astry*, his heirs or assigns, or of or by any other person or persons whatsoever, lawfully claiming or to claim, from, by or under, or in trust for him or them, or by or through his or their means, act, right, title, privity or procurement. In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

*A lease of two houses, lands, &c. Rent reserved No. 7.
in money and cyder. Exception of timber-trees.
The tenant covenants to preserve them, and fruit-
trees. He is to have house-bote and plough-bote
by assignment of the lessor. He is to repair (ex-
cept in case of fire or tempest) and may pull down
certain houses. Other special agreements.*

THIS indenture, made the twenty-seventh day of December
in the third year of the reign of our lord king George the
second, anno Domini 1728, between *Amos Ash* of *Bidford* in the
county of *Chester* esq; of the one part, and *Duncan Due* of *Egar*
in the parish of *Fond* in the county of *Gloucester* gent. of the other
part, witnesseth, that the said *Amos Ash*, as well for and in con-
sideration of the yearly rent hereby reserved, and of the covenants
and agreements herein contained, which on the part and behalf of
the said *Duncan Due*, his executors, administrators and assigns,
are to be kept and performed, as for other good causes and con-
siderations him moving, hath demised and to farm let, and by these
presents doth demise, and to farm let and set, unto the said *Duncan*
Due, all that his capital messuage, tenement and farm com-
monly called or known by the name of *Hennon*, situate, lying and
being in *Egar* aforesaid in the parish of *Fond*, and in *Ipsden* in the
parish of *Keave*, and in a certain common meadow called *Long-*
Mead, and in the holms in the several parishes of *Morton* and
Newbold in the said county of *Gloucester*, now or late in the pos-
session of the said *Duncan Due*, his under-tenants or assigns;
and all houses, edifices, buildings, gardens, orchards, arable
lands, meadows, pastures, feedings, commons, common of
pasture, profits, ways, waters, water-courses, easements and
appurtenances whatsoever, to the said capital messuage or tene-
ment and farm belonging, or in any wise appertaining; and also
all other the messuages, tenements, cottages and lands of him
the said *Amos Ash*, lying in *Egar* and *Ipsden*, in the said parishes
of *Fond*, *Keave*, *Morton* and *Newbold*, in the said county of *Glou-*
cester, and now or late in the possession of the said *Duncan Due*,
and part and parcel of the said capital messuage and farm called
Egar (excepting and always reserving out of this demise unto the
said *Amos Ash*, his heirs and assigns, all timber-trees and trees
like to be timber, with liberty to fell, cut down, and carry away
the same, at all convenient times and seasons of the year, making
satisfaction for any damage that he the said *Duncan Due*, his exe-
cutors, administrators and assigns may sustain, in having the same
carried over his corn, grain, clover or mowing-grass, and so as
he the said *Amos Ash*, his heirs and assigns, do leave such suffi-
cient quantity of timber growing upon the said farm, as may be

The parties.

The considera-
tion.

The demise.

The parcels.
A capital mes-
suage, farm,
&c.

General words.

(Exception of
timber-trees,
and liberty to
cut them.)

Habendum for a term;

yielding a yearly rent at the lessor's house free from all taxes, by half yearly payments,

and a quantity of cyder.

The lessee covenants to pay a great additional rent, in case of ploughing up meadow.

Proviso for re-entry, in default of payment, and of distress.

there had for necessary uses in repairing the buildings and management of the said farm); to have and to hold the said messuage or tenement, farm and premises hereby demised, with the appurtenances, unto the said *Duncan Due*, his executors, administrators and assigns, from the feast of the nativity of our blessed Lord now last past, for and during, and unto the full end and term of twenty-one years, from thence next ensuing, and fully to be compleat and ended: yielding and paying therefore yearly and every year, during the said term, unto the said *Amos Ash*, his heirs and assigns, the rent or sum of 300 l. of lawful money of this realm, at the now dwelling-house of the said *Amos Ash*, situate in *Bidford* in the said county of *Chester*, free and clear of all taxes, charges, assessments and payments whatsoever, taxed, charged or imposed, or to be taxed, charged or imposed upon the premises, or any part thereof, by authority of parliament, or otherwise howsoever, in and upon every 25th day of *March* and 29th day of *September* in every year, and twenty gallons of the best sort of cyder that shall or may be made upon the said farm, to be delivered yearly in the month of *April*, at such place in the city of *Gloucester* as he the said *Amos Ash*, or his heirs or assigns shall appoint, he or they paying for the cask. And the said *Duncan Due* for himself, his heirs, executors, administrators and assigns, and for every of them, doth covenant, promise and agree, to and with the said *Amos Ash*, his heirs and assigns, to yield and pay in and upon the days, and at the place of payment of the said yearly rent above reserved, and over and above the same rent, the sum of 5 l. of lawful money of this realm for every acre, and so in proportion for every greater or lesser quantity of the meadow or ancient pasture hereby demised (except as is herein after agreed) as he the said *Duncan Due*, his executors, administrators or assigns, shall at any time, during the said term hereby demised, plough, dig up or convert, or cause to be ploughed, dug up, or converted into tillage; the first payment thereof to be made on either of the said days of payment of the said yearly rent hereby reserved, which shall happen next after such ploughing or digging up as aforesaid. Provided always, that if it shall happen that the said yearly rent hereby reserved, or any part thereof, shall be behind or unpaid, in part or in all, by the space of fifty days next after any or either of the said days and times whereon the same ought to be paid as aforesaid, the same being lawfully demanded, and no distress to be had or found upon the said premises sufficient to pay the said rent and the arrears thereof (if any shall be) that then and from thenceforth, and so often, it shall and may be lawful, to and for the said *Amos Ash*, his heirs and assigns, into the said demised premises or into any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, re-possess and enjoy, as in his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Duncan Due* for himself, his heirs, executors, administrators and assigns, doth covenant, grant and agree, to and with the said *Amos Ash*, his

his heirs and assigns, in manner and form following (that is to say) that he the said *Duncan Due*, his executors, administrators or assigns, shall and will well and truly pay, or cause to be paid, unto the said *Amos Ash*, his heirs and assigns, the said yearly rents and reservations above reserved, at the days and times, and in manner and form above expressed, according to the true meaning of these presents, without any deduction, defalcation or abatement to be made, for or in respect of any taxes, charges or assessments whatsoever, charged or to be charged upon the said premises, or any part thereof, either ordinary or extraordinary. And also that he the said *Duncan Due*, his executors, administrators and assigns, shall and will from time to time, as need shall require, during the said term, well and sufficiently repair, amend, maintain, sustain and keep the said capital messuage in *Egar* and the buildings thereunto belonging, and one other messuage or tenement and buildings thereunto belonging, situate in *Ibiden*, called or known by the name of *Oldham's farm*, and now in the tenure or occupation of *Philip Pratt*, or his under-tenants or assigns, together with the glass-windows, walls, pales, rails, gates, posts, flood-gates, stiles, hedges, fences and inclosures, which now are, or during this demise shall be in or upon the said demised premises (being allowed such fitting timber, and other materials for the doing thereof, as may or can be conveniently had from off the said premises) casualties by fire which may happen to the said capital messuage and buildings hereby demised, or any part thereof, not occasioned through the neglect of the said *Duncan Due* or his family, or that may otherwise happen by storms and tempests, only excepted; and the same so well and sufficiently repaired, amended, maintained, sustained, fenced, scowred, cleansed and kept, together with the possession of the said premises, shall and will peaceably and quietly leave and yield up unto the said *Amos Ash*, his heirs and assigns, at the end of the said term, not doing or committing, or causing to be done or committed, any manner of waste, spoil or destruction, in or upon the said demised premises, or any part thereof; and shall and will yearly plough, sow and manure the arable land hereby demised in a due regular course of husbandry, according to the custom of the county, and in like manner spend and employ in and upon the said demised premises all the hay, straw, fodder, dung and soil, which shall happen to be yearly made or arise there, during the said term; and shall also from time to time, during the said term hereby demised, preserve and keep the fruit-trees that are or shall be planted upon the said demised premises from any injury by ploughing, or by cattle or otherwise; and in case any fruit-tree or trees shall happen to die or decay, that he the said *Duncan Due*, his executors, administrators or assigns, shall at the next season of the year for planting supply such defects with a grafted tree of the like or better sort of fruit, with a crab-stock to be grafted with such fruit, as soon as the same shall be ready for grafting. And the said *Duncan Due* for himself, his heirs, executors, administrators

The tenant covenants duly to pay,

and to repair two messuages,

(being allowed timber on the premises) fire and tempests excepted,

and peaceably to yield up. &c.

and to plough the arable land in a course of husbandry, and to spend the dung, and to preserve the fruit-trees,

and replace such as decay.

The lessee covenants not to sell hay, straw or fuel,

or shred, or lop timber-trees,

or assign this lease, or part, without consent.

The lessor covenants to assign timber for repairs,

and cart-bote.

And for quiet enjoyment.

and assigns, and for every of them, doth farther covenant, promise and agree, to and with the said *Amos Ash*, his heirs and assigns, and to and with every of them, that neither he the said *Duncan Due*, his executors, administrators and assigns, or any or either of them, shall or will during the said term sell or dispose of any hay or straw, or any fire-wood, fuel, or bushes arising or growing upon the said premises, or shred the boughs of any oak, timber-tree or trees not usually shredded, nor crop, lop or top any maiden ash, oak, elm or poplar, that are or may be likely to grow to timber, nor assign this lease or the term hereby granted, or the said premises hereby demised, or any part thereof, to any person or persons, without the licence and consent of the said *Amos Ash*, his heirs and assigns, first had and obtained in writing. And the said *Amos Ash* for himself his heirs and assigns, doth covenant, promise and grant, to and with the said *Duncan Due*, his executors, administrators and assigns, that he the said *Amos Ash*, his heirs or assigns, or some or one of them, shall and will from time to time, upon every reasonable request, when and so often as need shall require, during the term hereby granted, assign, allow and appoint, to and for the said *Duncan Due*, his executors, administrators and assigns, sufficient and convenient timber to be had and taken by the said *Duncan Due*, his executors, administrators and assigns, upon the said demised premises (if it be there to be had) at seasonable times in the year, to be used and employed for and towards the reparations and amendments of the said capital messuage in *Egar*, and the said other messuage or tenement in *Ibsden*, and the several barns and buildings to the same respectively belonging (the rest of the small tenements and buildings belonging to the said premises hereby granted being herein after agreed to be pulled down) and also for the repairing the gates, posts, rails, pales, bridges and flood-gates belonging to the said demised premises; and also sufficient bote for carts, wayns, waggons, ploughs and harrows, and such like uses, to be employed on the said demised premises, and not elsewhere; and in default of such appointment, that it shall and may be lawful, to and for the said *Duncan Due*, his executors, administrators and assigns, to take the same for the uses aforesaid. And that the said *Duncan Due*, his executors, administrators or assigns, or some or one of them, shall and may from time to time, and at all times hereafter during the said term hereby demised, by and under the yearly rents hereby reserved, and the covenants and agreements therein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the premises hereby demised, with the appurtenances, without the let, suit, trouble or disturbance of the said *Amos Ash*, his heirs or assigns, and of all and every other person and persons whatsoever, claiming or to claim, by, from or under him or them. And also that he the said *Duncan Due*, his executors, administrators and assigns, shall from and after the expiration, or other sooner determination of the said term hereby demised,

have

have convenient room in the said capital messuage, and the said other messuage, and in the barns, beast-houses and folds, parcel of the premises hereby demised, for lodging their servants, threshing out their corn and grain, tying up their cattle, spending of their hay and fodder, and removing their goods, till the first day of *May* then next ensuing, together with liberty of housing in the said barns all such winter-corn and grain as shall be sowed at the *Michaelmas* sowing then last past on such part of the summer fallowed arable land as ought in course of husbandry to be sowed with corn, with convenient room for housing, threshing, and disposing of the same, and laying down the said corn when threshed, until the second day of *May* next after the same harvest: upon condition nevertheless, that he the said *Duncan Due*, his executors, administrators and assigns, do thresh out the said corn at proper and convenient times and seasons for the succeeding tenant to spend the straw arising therefrom. And lastly, it is agreed, by and between the said parties to these presents, that in regard there are several small tenements and buildings now standing upon the said premises which are thought to be an incumbrance to the same, that he the said *Duncan Due*, his executors, administrators and assigns, shall and may be at liberty to pull the same down (except cottages upon the waste, now erected or to be erected); and that he shall apply the timber and other materials arising therefrom, as far as the same may be useful and wanting, for and towards the repairing and amending the said capital messuage in *Egar*, and the said other messuage in *Ibsden*, and the buildings thereunto respectively belonging, which are to be kept up and supported by the said *Duncan Due*, his executors, administrators and assigns, during the said term, as is herein before expressed. And that it shall and may be lawful, to and for the said *Duncan Due*, his executors, administrators and assigns, to plough up an ancient meadow or pasture-ground called the rough meadow, which now lies uneven, provided the same be well laid down again for pasture in good heart ten years before the expiration of the term hereby demised. In witness, &c.

And that the tenant after the end of the term shall have room for servants threshing, &c.

upon condition to leave the straw.

An agreement to pull down some buildings.

The materials, how to be applied.

And to plough up a certain meadow, and lay the same.

A lease of land and houses; some to be pulled down. No. 8.
The tenant to preserve trees. Not to plough in the last three years. He may lop trees for ploughbote, &c.

THIS indenture, made the first day of *October* anno Domini 1724, and in the eleventh year of the reign of our sovereign Lord *George*, &c. between *Adam Allen* of *Batton* in the county of *Cardigan* esq; of the one part, and *Darby Dun* of *Batton* aforesaid brewer, of the other part, witnesseth, that for and in consideration of the yearly rent and covenants herein after reserved and contained, and which on the part and behalf of the

The parties.

The consideration.

The demise.

The parcels.
Arable land,
meadow.

A brewhouse.

More land.

A messuage in-
tended to be
pulled down.

Other land.

said *Darby Dun*, his executors, administrators and assigns, are to be paid, done and performed, he the said *Adam Allen* hath leased, set and to farm let, and by these presents doth lease, set and to farm let, unto the said *Darby Dun*, his executors, administrators and assigns, all those two fields or closes of arable or pasture ground, with their appurtenances, lying or being in or near *Etten* in the parish of *Batton* aforesaid, and containing together by estimation twelve acres, more or less; and all that close, or piece or parcel of meadow-ground, with the appurtenances, commonly called or known by the name of the four acres, lying and being on the north-side of *Batton-lane*, in or near *Etten* aforesaid, and containing by estimation four acres, more or less; and all that brewhouse lately erected and built, and now standing or being upon the said last mentioned close or some part thereof, and all edifices, erections and buildings to the same brewhouse belonging or appertaining, or therewith used or enjoyed; and all that piece or parcel of arable or pasture-ground, with the appurtenances, lying and being at *Groves* in *Etten* aforesaid, in the said parish of *Batton*, containing by estimation two acres, more or less; and all that piece or parcel of arable or pasture ground, with the appurtenances, commonly called or known by the name of *Haynes*, containing by estimation six acres, more or less; and all that other piece or parcel of arable or pasture ground, with the appurtenances, commonly called or known by the name of *Farrands*, containing by estimation two acres, more or less; and all those eight acres of land, be they more or less, lying in several parcels in the fields, called *King's Mead* and *Lilly's Mead*, in the said parish of *Batton*; and all that piece or parcel of land inclosed, lying and being in the said field, called *Money's Hill*, in *Batton* aforesaid, containing by estimation two acres, more or less, abutting on the lands now or late or some time of *Noah Norris* towards the south, and on the lands now or late or some time of *Owen Oldys* towards the east; and all that messuage or tenement with the appurtenances late in the possession of *Darby Dun* deceased, but now empty, and intended and agreed to be pulled down and demolished, and the materials thereof to be employed in repairing the messuage next herein after mentioned; and all those four parcels of land inclosed, commonly called or known by the name of *Penny's Ends*, containing by estimation twenty acres, more or less, abutting on *Quarren-Hill* north, on *Randam's* mead south, on lands now or late or some time of the said *Owen Oldys* on the east, and on a coppice now or late or some time of *Samuel Slade* on the west; and all that parcel of land or ground called *Randam's* mead aforesaid, containing by estimation forty acres, more or less, abutting on *Tilton's* field there, on the south and west, and on the lands now or late or some time of the said *Owen Oldys*, and on *Westwood* on the east, which said last mentioned lands and premises are lying and being in *Batton* aforesaid; and all that messuage, tenement or house, with the appurtenances, called *Penny's Ends*, now or late in the possession of *Vincent Veal*, and all those seven

seven several parcels of land thereunto belonging, or therewith used or enjoyed, adjoining together, and commonly called or known by the name of *Penny's End*, situate, lying and being in *Batton* aforesaid, between lands late or some time of the said *Noah Norris* on the north and east parts, and *Wend's Lane* on the west, and containing by estimation thirty acres, more or less, and now or late also in the possession of the said *Vincent Veal*; and all other the lands, tenements and hereditaments, in or near *Etten* and *Batton* aforesaid, or either of them, which were lately granted and conveyed unto and to the use of the said *Adam Allen*, his heirs and assigns, by *Xantippe Xole* of *Batton* aforesaid, widow of *Xerxes Xole* of *Batton* aforesaid gent. and the said *Darby Dun* party hereunto, by indentures of lease and release, and bargain and sale, inrolled in chancery, bearing date respectively the fourteenth and fifteenth days of this instant *October* (except and always reserved out of these presents, and the demise and lease hereby made or intended to be made, unto the said *Adam Allen*, his heirs or assigns, all those two new-built brick messuages or tenements, with the out-houses, buildings, barns, stables, yards, gardens, orchards, and other appurtenances thereunto belonging or appertaining, or therewith used or enjoyed, situate, standing and being in or near *Batton* near *Etten* aforesaid, in the said parish of *Batton*; and all that field or close of arable or pastureground there, wherein the same messuages or tenements and buildings stand, containing by estimation six acres, more or less; and also except and reserved out of these presents, and the demise hereby made or intended to be made, unto the said *Adam Allen*, his heirs and assigns, all timber and other trees, standing, growing or being, or hereafter to stand, grow or be upon the said hereby leased premises, or any part thereof; so always nevertheless, that it shall and may be lawful, to and for the said *Darby Dun*, party hereunto, his executors, administrators and assigns, during the term hereby leased, to lop and top such and so many of the said trees as shall be requisite and necessary for plough-bote, stile-bote, fire-bote, and all other necessary repairs and fences, in and about the said hereby leased premises, and not elsewhere); to have and to hold the said messuage, tenement, brewhouse, lands, hereditaments, and other the premises, mentioned or intended to be hereby leased, with their appurtenances (except before excepted) unto the said *Darby Dun*, party hereunto, his executors, administrators and assigns, from the feast-day of the nativity of Saint *Michael* the archangel now last past, for and during the full time and term, and unto the full end and term of sixty-one years, from thence next ensuing, and fully to be compleat and ended: yielding and paying therefore yearly and every year, during the said term hereby leased, the yearly rent or sum of 120*l.* of lawful money of *Great Britain*, on the two most usual feasts or days of payment in the year, that is to say, the feasts of the birth of our Lord Christ, and the nativity of Saint *John* Baptist, by even and equal portions; the first payment thereof to begin and to be made

Exception of parcels,

and of trees.

But the tenant may lop for plough-bote, &c

Habendum for a term,

yielding a yearly rent, payable half-yearly.

Proviso for re-
entry on non-
payment.

The lessee co-
venants duly to
pay, &c.

and to repair;

and peaceably to
quit, at the end
of the term.

And during that
term, to till,
&c.

on the feast-day of the birth of our Lord Christ now next ensuing Provided always, and upon condition nevertheless, that if it shal happen that the said yearly rent or sum of 120*l.* shall happen to be behind and unpaid, in part or in all, by the space of thirty-one days next over or after either of the said feasts or days of payment whereon the same is herein before reserved and appointed to be paid as aforesaid, being lawfully demanded; then and in such case, and at all times from thenceforth, it shall and may be lawful to and for the said *Adam Allen*, his heirs and assigns, into the said hereby leased premises, or any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, re-possess and enjoy, as in his and their former estate, and the said *Darby Dun*, party hereunto, his executors, administrators and assigns, and all other occupiers and possessors of the same premises, utterly to expel, put out and amove, this indenture or any thing herein contained to the contrary notwithstanding. And the said *Darby Dun*, party hereunto, doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said *Adam Allen*, his heirs and assigns, in manner following; that is to say, that he the said *Darby Dun*, party hereunto, his executors, administrators and assigns, shall and will yearly and every year, during the said term of sixty-one years hereby leased, well and truly pay, or cause to be paid, unto the said *Adam Allen*, his heirs and assigns, the said yearly rent or sum of 120*l.* on the several feast-days whereon the same is herein before reserved or appointed to be paid as aforesaid, according to the reservation thereof before mentioned. And also that he the said *Darby Dun*, party hereunto, his executors, administrators or assigns, shall and will, within the space of one year next ensuing the date hereof, at his and their own proper costs and charges, well and sufficiently repair and amend the said messuage, tenement or house called *Penny's End*, in all things fitting and necessary to put the same into tenantable repair. And also shall and will from time to time, and at all times during the said term hereby leased, when and so often as need shall be and require, at his and their own proper costs and charges, repair, maintain, uphold, cleanse, scower, amend and keep in good repair the same messuage, tenement or house, and all and singular other the said hereby demised premises and every part thereof (except the said messuages intended to be demolished as aforesaid) and also all the hedges, ditches, quicksets and fences whatsoever, to the said hereby demised premises, and every or any part thereof belonging or appertaining; and the same so repaired, maintained, upheld, cleansed, scowred, amended and kept in repair, shall and will, at the end or other sooner determination of the said term hereby leased, peaceably and quietly leave, surrender and yield up, unto the said *Adam Allen*, his heirs or assigns. And farther, that he the said *Darby Dun*, party hereunto, his executors, administrators and assigns, shall and will, during all the said term of sixty-one years, husband, till and manure the lands and grounds hereby demised,

demised, and every part thereof, according to the best manner of husbandry there used; and shall not carry away, sell or dispose of any of the manure or dung that shall be made or arise of or from the premises, or any part thereof, but shall and will set and lay out the same, and every part thereof, on the same lands and grounds, or on some part thereof, and not elsewhere. And also that he the said *Darby Dun*, party hereunto, his executors, administrators or assigns, shall not nor will, at any time during the three last years of the said term hereby leased, ear, plough, dig up or convert to tillage, all or any part of the said lands or grounds, but shall or will lay down and use the same and every part thereof for feeding or pasture, as in such cases is there usual and customary. And farther, that he the said *Darby Dun*, party hereunto, his executors, administrators or assigns, shall not nor will, at any time during the said term of sixty-one years, fell, cut down or destroy any oak, ash or elm, or any other tree or trees growing upon the said hereby demised lands or grounds, or any part thereof, without the licence and consent of the said *Adam Allen*, his heirs or assigns, first had and obtained in writing. And the said *Adam Allen* doth hereby for himself, his heirs and assigns, covenant, promise and agree, to and with the said *Darby Dun*, party hereunto, his executors, administrators and assigns, that he the said *Darby Dun*, his executors, administrators and assigns, paying the said yearly rent of 120*l.* and performing, fulfilling and keeping all and every the covenants and agreements herein before contained, and which on his and their parts and behalfs are or ought to be performed, fulfilled and kept, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said hereby demised premises, and every part and parcel thereof, during the said term of sixty-one years hereby leased, without the lawful let, suit, trouble, denial, eviction or interruption, of or by the said *Adam Allen*, his heirs and assigns, or of or by any other person or persons, lawfully claiming or to claim, by, from or under him, them, or any of them. In witness, &c.

and not to dispose of dung, &c.

And not to plough in the three last years.

And not to cut down trees.

The landlord covenants for quiet enjoyment.

A lease of Thavie's Inn from the trustees for Lincoln's Inn, to the principal and other trustees for Thavie's Inn. No. 9.

THIS indenture, made the sixth day of *April anno Domini* 1715, and in the first year of the reign of our sovereign lord *George*, by the grace of God, of *Great Britain*, &c. between Sir *Thomas Powis* knt. one of his majesty's serjeants at law, *John Green* serjeant at law, esq; *John Eldred* esq; *Nicholas Martin* esq; *Richard Holford* esq; *James Whittronge* esq; and *John Hawles* esq; surviving trustees for and on the behalf of the society of *Lincoln's Inn* in the county of *Middlesex*, of the one part, and

The parties.

and *Robert Greenaway junior*, principal of the society of *Thavie's Inn*, London [*here follow more names of lessees*] of the other part, witnesseth, that the said *Sir Thomas Powis*, *John Green*, *John Eldred*, *Nicholas Martin*, *Richard Holford*, *James Whitronge*, and *John Hawles*, for and in consideration of the sum of

The consideration.
lawful money of *Great Britain*, to *William Rogers* esq; treasurer of *Lincoln's Inn* aforesaid, as a fine in hand paid, for the use of the said society of *Lincoln's Inn*, and in consideration of the rent and covenants herein after reserved, mentioned and contained, on the parts and behalfs of the said *Robert Greenaway junior*, &c. their executors, administrators and assigns, to be paid, kept, done and performed, have set and to farm let, and by these presents do set and to farm let, unto the said *Robert Greenaway junior*, &c. their executors, administrators and assigns, all that messuage commonly called or known by the name or names of *Davie's Inn* al' *Thavie's Inn*, in the parish of *St. Andrew* in *Holbourn*, in the city or the suburbs of the city of *London*, with two gardens to the said messuage belonging and adjoining, with all and singular the houses, edifices, shops, cellars, and buildings built in or upon the same, together with all chambers, cellars, follars, curtilages, and all profits, liberties, privileges, commodities and hereditaments whatsoever, to the same belonging or in any wise appertaining, or as part, parcel or member of the said messuage, heretofore used, reputed or known, or with the same messuage, as part or parcel thereof, heretofore used, occupied or enjoyed; to have and to hold the said messuage or tenement, with the appurtenances, and every part and parcel thereof, and all and singular other the premises, unto them the said *Robert Greenaway junior*, &c. their executors, administrators and assigns, from the

The demise.
for and during the full time and term, and unto the full end and term of _____ years from thence next ensuing, and fully to be compleat and ended: yielding and paying therefore yearly and every year, during the said term, unto them the said *Sir Thomas Powis*, *John Green*, *John Eldred*, *Nicholas Martin*, *Richard Holford*, *James Whitronge* and *John Hawles*, their heirs and assigns, the yearly rent or sum of _____ of good and lawful money of *Great Britain*, payable and to be paid yearly, at or upon the _____ provided always,

The parcels.
and upon condition, that if it shall happen that the said yearly rent or sum of _____ or any part thereof, shall be behind or unpaid, in part or in whole, by the space of forty days next over or after the said _____ whereon the same ought or is mentioned to be paid as aforesaid (being lawfully demanded) that then it shall and may be lawful, to and for them the said *Sir Thomas Powis*, *John Green*, *John Eldred*, *Nicholas Martin*, *Richard Holford*, *James Whitronge*, and *John Hawles*, their heirs or assigns, or any of them, into the said messuage or tenement and premises, or into any part or parcel thereof, in the name of the whole to re-enter, and the same to have again, retain, re-possess and enjoy, as in their former estate or estates. Provided also, that if they the said

Proviso for re-entry, in default of payment.
Robert

Robert Greenaway junior, &c. or any of them, their or any of their executors, administrators or assigns, or any of them, shall demise, grant, lease, assign or set over the said messuage, called or known by the name of *Davie's Inn*, al' *Thavie's Inn*, and other the said demised or leased premises, or any part or parcel of the same (other than the shops, and cellars under the same shops, or under the hall belonging to the said demised premises) to any person or persons whatsoever, for the said term of _____ years, or any part thereof (other than such grants of chambers or moieties of chambers to gentlemen of the said society of *Thavie's Inn*, as have heretofore been lawfully usually made or granted) without the consent or licence of them the said *Sir Thomas Powis, John Green, John Eldred, Nicholas Martin, Richard Holford, James Whittronge* and *John Hawles*, or the survivors or survivor of them, or of the major part of them, or the heirs or assigns of them, or the survivors or survivor of them, first thereunto had and obtained in writing under their hands and seals, then and from thenceforth it shall and may be lawful to and for them the said *Sir Thomas Powis, John Green, John Eldred, Nicholas Martin, Richard Holford, James Whittronge* and *John Hawles*, their heirs, assigns, or any of them, into the said demised or leased premises, and into every or any part and parcel of the same, with their and every of their rights, members and appurtenances whatsoever, to re-enter, and the same to have again, re-possess and enjoy, as in their first and former estate; any thing in these presents contained to the contrary thereof in any wise notwithstanding. And the said *Robert Greenaway junior, &c.* for themselves, their heirs, executors, administrators and assigns, and for every of them, do covenant, promise, grant and agree, to and with the said *Sir Thomas Powis, John Green, John Eldred, Nicholas Martin, Richard Holford, James Whittronge* and *John Hawles*, their heirs and assigns, and to and with every of them, by these presents, in manner and form following; that is to say, that they the said *Robert Greenaway junior, &c.* their executors, administrators and assigns, or some of them, shall and will, at their or some of their own proper costs and charges, from time to time, and at all times hereafter, during the said time and term of _____ years, well and sufficiently repair, support, uphold, sustain, scower, cleanse, amend, maintain, glaze, and keep the said messuage or tenement and premises, with the appurtenances, and every part and parcel thereof hereby leased or demised, in, by and with all and all manner of needful and necessary reparations, scowrings, cleansings, glazings and amendments whatsoever, when, where, and as often as need or occasion shall be or require, during the same term; and at the end of the same term, or other sooner determination of this present lease, which shall first be or happen, shall and will peaceably and quietly leave and yield up unto the said *Sir Thomas Powis, John Green, John Eldred, Nicholas Martin, Richard Holford, James Whittronge* and *John Hawles*, their heirs and assigns, the said demised or leased messuage or tenement and premises,

The lessees covenant that if they assign

(except grants of chambers)

without consent,

the lessors may re-enter.

The lessees covenant to repair,

and quietly to quit,

with

and to rebuild
decayed build-
ings.

with the appurtenances, and every part and parcel thereof, well and sufficiently glazed and amended as aforesaid, and in good and sufficient repair. And lastly, that they the said *Robert Greenaway junior*, &c. their executors, or administrators and assigns, or some or one of them, shall and will, within the space of years next ensuing the date hereof, well and sufficiently rebuild, or cause to be rebuilt, all and every the old decayed buildings, being part or parcel of or belonging to *Thavie's Inn* aforesaid, in good and substantial manner. In witness, &c.

No. 10. *A lease of stables, &c. and a covenant to sell to the lessee on request, for a certain sum.*

The parties.

The considera-
tion.

The demise.

The parcels.

General words.

Description by
deriving the
title.

Habendum for
years;

THIS indenture, made the second day of *June* anno Domini 1732. and in the fifth year of the reign of our sovereign lord *George* the second, by the grace of God, king of *Great Britain*, &c. between *Abel Archer* of the parish of *Bidford* in the county of *Carmarthen* gent. of the one part, and *Denzil Due* of the parish of *Evan* in the said county of *Carmarthen* farmer, of the other part, witnesseth, that for and in consideration of the rents and covenants herein after reserved and contained, on the part and behalf of the said *Denzil Due*, his executors, administrators and assigns, to be paid, done and performed, he the said *Abel Archer* hath demised, set and to farm letten, and by these presents doth demise, set and to farm let, unto the said *Denzil Due*, his executors, administrators and assigns, all that now or late messuage or tenement and brewhouse, with the appurtenances, situate and being in *Groves* in the said parish of *Bidford*, commonly called or known by the name of *Hemman's* brewhouse, and which have been lately taken down by the said *Denzil Due*, and on the ground whereon the same stood, and on the yards thereto belonging, the said *Denzil Due* hath built several coach-houses, stables and lodging rooms, which now are in the several tenures or occupations of *Joseph Jell* esq; *Kennedy Kemp* and *Luke Lucy*, their under-tenants or assigns, together with all ways, paths, passages, lights, easements, stables, out-houses, yards, waters, water-courses, water-pipes under and above ground, profits, commodities and appurtenances thereunto belonging or in any wise appertaining, which said buildings, ground, hereditaments and premises, he the said *Abel Archer* hath lately purchased, to him and his heirs, of and from *Mary Moyle* widow, and *Nathaniel Moyle* esq; her son, from whom the said *Denzil Due* had taken a lease of the same premises, which would continue during the term hereby demised, but is now to be delivered up and cancelled, on executing these presents; to have and to hold the said coach-house, stables, rooms, ground, hereditaments, and other the said premises with the appurtenances, unto the said *Denzil Due*, his executors, administrators and assigns, from the feast-day of *Saint John the Baptist* last past before the date hereof, for and

and during, and unto the full end and term of eleven years from thence next ensuing, and fully to be compleat and ended: yielding and paying therefore unto the said *Abel Archer*, his heirs and assigns, yearly and every year, during the said term of eleven years hereby demised, the yearly rent or sum of 60*l.* of lawful money of *Great Britain*, by four equal quarterly payments, at the four most usual feasts or days of payment in the year, that is, to say, the feasts of the nativity of Saint *John* the Baptist, Saint *Michael* the archangel, the birth of our Lord Christ, and the annunciation of the blessed Virgin *Mary*; the first quarter's payment thereof to begin and be made on the feast of the nativity of Saint *John* the Baptist next ensuing the date of these presents, without any manner of deduction or abatement whatsoever out of the same yearly rent or any part thereof for taxes, or otherwise howsoever. And the said *Denzil Due* doth for himself, his executors, administrators and assigns, covenant, promise and grant, to and with the said *Abel Archer*, his heirs and assigns, by these presents, in manner and form following; that is to say, that he the said *Denzil Due*, his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid, unto the said *Abel Archer*, his heirs or assigns, the said yearly rent of 60*l.* on the days and times, and in such manner and form as aforesaid, without any deduction or abatement whatsoever, for or on account of taxes, or otherwise howsoever, according to the reservation aforesaid, and the true intent and meaning of these presents. And also that he the said *Denzil Due*, his executors, administrators and assigns, shall and will, at all times during the said term of eleven years, at his and their own proper costs and charges, well and sufficiently repair, uphold, support, maintain, pave, glaze, cleanse, scower, preserve and keep the said buildings, coach-houses, stables, rooms, and other the said hereby demised or intended to be hereby demised premises, and every part and parcel thereof, and all sinks, gutters, pavements, privies, wydraughts and appurtenances thereunto belonging, in, by, and with all and all manner of needful and necessary reparations whatsoever; and the same so well and sufficiently repaired, upheld, supported, maintained, paved, cleansed, glazed, scowred, preserved and kept, shall and will, at the end of the said term of eleven years, or other sooner determination of this present lease, which shall first happen, peaceably and quietly leave, surrender and yield up unto the said *Abel Archer*, his heirs and assigns. And farther, that it shall and may be lawful, to and for the said *Abel Archer*, his heirs and assigns, and all and every other person and persons, any estate having in the said premises or any part thereof, twice or oftner in every year, during the said term, with workmen or others, in their or either of their companies, at seasonable and convenient times in the day-time, to enter and come into and upon the said hereby demised premises, or any part thereof, there to view, search and see the state and condition of the reparations of the same, and of all decays and wants of reparations as shall

yielding a yearly rent,

payable quarterly.

The lessee covenants duly to pay, &c.

And to repair.

And peaceably to quit at the end of the term. And that the landlord, &c. may enter to view,

be

and give notice
to repair.

Proviso for re-
entry, in case of
non-payment.

The lessor co-
venants for quiet
enjoyment.

And to sell the
inheritance to
the lessee, on re-
quest,

be then and there found, to give or leave notice or warning in writing at the said demised premises, to and for the said *Denzil Due*, his executors, administrators or assigns, to repair and amend the same, within the time or space of six months then next ensuing; within which said time or space of six months the said *Denzil Due* doth for himself, his executors, administrators and assigns, covenant and promise to repair and amend the same accordingly. Provided nevertheless, and these presents are upon this condition, that if the said yearly rent of 60*l.* shall be behind or unpaid, in part or in the whole, for the space of twenty-eight days next after any of the said feast-days herein before, appointed for payment thereof, that then it shall and may be lawful, to and for the said *Abel Archer*, his heirs and assigns, into and upon the said hereby demised premises or any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in his and their former estate, and the said *Denzil Due*, his executors, administrators and assigns, and all other occupiers of the same premises, from thence utterly to expel, put out and amove, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Abel Archer* doth hereby for himself, his heirs and assigns, covenant and agree, to and with the said *Denzil Due*, his executors, administrators and assigns, in manner and form following; that is to say, that he the said *Denzil Due*, his executors, administrators or assigns, paying the said yearly rent of 60*l.* according to the reservation thereof as aforesaid, and performing the covenants herein contained on his and their parts and behalfs to be performed, shall and may peaceably and quietly have, hold and enjoy all and singular the said hereby demised premises, and every part thereof, with the appurtenances, for and during the said term hereby leased, without any let, suit, trouble, denial, eviction or interruption of or by the said *Abel Archer*, his heirs or assigns, or of or by any other person or persons whomsoever, lawfully claiming or to claim, from, by or under, or in trust for him or them. And farther, that in case the said *Denzil Due*, his heirs, executors, administrators or assigns, shall during the said term of eleven years be desirous to purchase the inheritance of the said hereby demised premises, and of such his desire and intention shall give twelve months notice in writing during the same term unto the said *Abel Archer*, his heirs or assigns, at his or their then dwelling-house or usual places of abode, then and in such case he the said *Abel Archer*, his heirs and assigns, shall and will, at any time during the said term of eleven years, at the costs and charges in the law of the said *Denzil Due*, his heirs, executors, administrators or assigns, convey and assure the inheritance of the said buildings, rooms, hereditaments and premises hereby demised, with the appurtenances, unto the said *Denzil Due*, his heirs, executors, administrators or assigns, and to the heirs and assigns of him or them, or as he or they shall direct; he the said *Denzil Due*, his heirs, executors, administrators or assigns, at the time

of executing such conveyance and assurance, paying unto the said *Abel Archer*, his heirs or assigns, the sum of 1500*l.* of lawful money of *Great Britain*, as the consideration-money of such purchase, and also paying to him or them all arrears which shall be then due of the said yearly rent of 60*l.* In witness, &c.

A lease of lands, with an increased rent for ploughing part. Allowance to plough other part for a certain time, with a view to a future lease to be taken; this being granted by a person who had a particular estate. No. 11.

THIS indenture, made the second day of *June* anno Domini 1713, and in the twelfth year of the reign &c. between *Andrew Aston* of the parish of *Bardel* in the county of *Cornwall* doctor in physick, of the one part, and *David Dent* of *Enden* in the county of *Flint* yeoman, of the other part, witnesseth, that the said *Andrew Aston*, in consideration of the rent and covenants herein after reserved and contained, and which by and on the part and behalf of the said *David Dent*; his executors, administrators and assigns, are to be paid, done and performed, hath leased, set and to farm let, and by these presents doth lease, set and to farm let, unto the said *David Dent*, all that close or parcel of ground commonly called or known by the name of *Gee's close*, and also all that other close or parcel of ground commonly called or known by the name of *Hill's field* (now divided into four parts) with their and every of their appurtenances; all which said closes or parcels of ground are lying and being in *Enden* aforesaid, and were formerly in the tenure or occupation of *James Jenks*, and now or late of *Kenrick Dent* and the said *David Dent*, or one of them; to have and to hold the said closes and premises unto the said *David Dent*, his executors, administrators and assigns, from the feast of the annunciation of the blessed Virgin *Mary* last past before the date hereof, for and during the full time and term, and unto the full end and term of twenty-one years from thence next ensuing, and fully to be compleat and ended: yielding and paying therefore yearly and every year, during the said term, the yearly rent or sum of 30*l.* of lawful money of *Great Britain*, upon the two most usual feasts or days of payment in the year, that is to say, the feast of Saint *Michael* the archangel, and the feast of the annunciation of the blessed Virgin *Mary*, by even and equal portions; the first payment thereof to begin and to be made upon the feast of Saint *Michael* the archangel next ensuing the date of these presents. Provided always, and upon condition nevertheless, that if the said yearly rent of 30*l.* or any part thereof, shall be behind or unpaid by the space of thirty-one days next after either of the said feasts or days of payment whereon the same ought to be paid as aforesaid (being lawfully demanded) that then

The parties.

The consideration.

The demise.

The parcels.

Habendum for a term;

yielding a yearly rent, payable half-yearly.

Proviso for re-entry, in case of non-payment.

it

The lessee covenants truly to pay;

and to pay tithes and rates;

and to pay an increased rent, on ploughing a certain part without licence

(except as after mentioned);

and to repair,

and to spend the hay, straw, &c. and quietly to quit, &c.

The lessor grants liberty to plough part for a certain time.

it shall and may be lawful to and for the said *Andrew Aston*, and such other person or persons to whom the next and immediate reversion or remainder of the premises expectant upon the said term of twenty-one years shall for the time being belong, into and upon the said closes and premises, or into any part thereof, in the name of the whole to re-enter, and the same to have again and enjoy, as in his and their first and former estate and interest; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *David Dent* doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and grant, to and with the said *Andrew Aston*, his heirs, executors, administrators and assigns, in manner following (that is to say) that he the said *David Dent*, his executors, administrators and assigns, shall and will, during the said term hereby leased, well and truly pay, or cause to be paid, the said yearly rent of 30*l.* at such days and times, and in such manner and form, as are herein before mentioned for payment thereof, according to the reservation thereof as aforesaid; and also shall and will, at his and their own costs and charges, bear, pay and discharge all tithes and parish-duties, and other dues and rates, which from time to time during the said term shall become due or payable, for or in respect of the premises, and which are usually paid and borne by the tenants, occupiers or lessees; and also shall and will yearly, during the said term hereby leased, at the feast-days afore-mentioned, pay to the said *Andrew Aston*, and such persons in reversion or remainder as aforesaid, the yearly sum of 50*s.* (over and above the said yearly rent of 30*l.*) for every acre of the said close called *Hill's field*, which he or they shall plough, break up or convert into tillage, during the said term hereby leased, without the special licence of the said *Andrew Aston*, or such person or persons in reversion or remainder as aforesaid, first thereunto had and obtained in writing under his, her or their hands (except such part thereof as the said *David Dent*, his executors, administrators and assigns, are herein after impowered to plough, break up, and convert into tillage). And also that he the said *David Dent*, his executors, administrators and assigns, shall and will during the said term hereby leased keep in good and tenantable repair all the hedges, mounds, gates and fences belonging to the premises, and scower and cleanse all the ditches in or upon the same, and spend all the hay, straw and stubble increasing or coming of the premises upon the same, and not elsewhere; and shall and will in the end, or other sooner determination of this present lease, peaceably and quietly leave, surrender and yield up the premises, so well and sufficiently repaired and kept as aforesaid. And the said *Andrew Aston* doth hereby (as far as in him lies) give and grant unto the said *David Dent*, his executors, administrators and assigns, full power, licence and authority, at any time during the first six years of the term hereby leased, to plough, break up and convert into tillage, all or any part of the said close called *Gee's close*, and also any part or parcel (not

(not exceeding in the whole the quantity of four acres) of the said close called *Hill's* field, at any time during the first sixteen years of the said term hereby leased, but for no longer than during the respective times in that behalf afore-mentioned, unless the said *David Dent*, his executors or administrators, shall and do at the end of the first sixteen years of this present term of twenty-one years take a new lease of all and every the said closes and premises hereby leased, for the like term of twenty-one years, to commence from the end of the said twenty-one years, under the like rent and covenants and licence following, as are in these presents reserved, contained and given. And the said *David Dent* doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and grant, to and with the said *Andrew Aston*, his heirs, executors, administrators and assigns, that in case the said *David Dent*, his executors, administrators or assigns, shall plough or convert into tillage the said closes, or any part thereof, that then and in such case he or they shall and will, at the end of the respective times and terms for which such licence for ploughing is herein before respectively given as aforesaid, lay down the same again for pasture, until the end of the said term of twenty-one years hereby leased; or otherwise shall and will take such new lease of the premises as aforesaid, and at the end of the respective times for which such licence for ploughing is pursuant to these presents to be given in such new lease, shall and will lay down the same for pasture, and not plough the same again, or any part thereof, during the residue of such new lease. And lastly, the said *Andrew Aston* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *David Dent*, his executors, administrators and assigns, that he and they paying the rent and performing the covenants herein before reserved and contained, according to the purport, true intent and meaning of these presents, shall or lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the said closes, lands and premises, for and during the said term of twenty-one years hereby leased, without the lawful let or interruption of or by the said *Andrew Aston*, his heirs or assigns, or any other person or persons, lawfully claiming or to claim, from, by or under him, them, or any of them. In witness, &c.

The lessee covenants to lay down what he ploughs, &c.

The lessor covenants for quiet enjoyment.

See Bargains, &c. 5. Demises.

Marriage-Articles and Agreements.

No. 1.

Marriage-articles, &c. reciting a settlement, whereby a term was raised for the benefit of the intended husband, with power to make a jointure not exceeding a certain yearly value: he hereby limits and appoints the same accordingly; and in pursuance of another power creates a term to raise portions for younger children, and covenants to leave them a farther sum.

Indentures of
lease and release
recited.

THIS Indenture, made the seventh day of *May* anno Domini 1721, and in the seventh year of the reign of our sovereign lord *George*, by the grace of God, of *Great Britain, France and Ireland* king, defender of the faith, &c. between *Arthur Asty* of *Ainton* in the county of *Bucks*, esq; of the one part, and *Charles Cary* of *Cadwell* in the county of *Cambridge*, esq; and *Delia Cary* spinster, only daughter and child of the said *Charles Cary* of the other part. Whereas in and by certain indentures of lease and release, the lease bearing date the day next before the day of the date of the release, and the release bearing date the third day of *May*, which was in the year of our Lord 1692, and made or mentioned to be made between *Edward Ellis* of *Emden* in the county of *Essex*, esq; since deceased, of the one part, and *Francis Figg* of *Fyrd* in the said county of *Essex*, esq; *George Gee* of *Gore* in the county of *Gloucester*, esq; *Henry Hart*, gent. then steward and receiver of the rents of the said *Edward Ellis* in the said county of *Essex*, and *John Jones*, then receiver of the rents of the said *Edward Ellis* at *Emden* aforesaid of the other part, divers manors, messuages, lands, tenements and hereditaments, in the said county of *Essex*, and in the same indentures more particularly mentioned and described, are and were settled, conveyed and assured (after other uses since determined) to the use of the said *Arthur Asty* (by the name and addition of *Arthur Asty*, son and heir apparent of *Leonard Asty*, rector of *Morden* in the said county of *Essex*) for and during the term of ninety-nine years, if he the said *Arthur Asty* should so long live, without impeachment of waste, with divers remainders over: in which said recited indenture of release it is (among other things) provided, that it should and might be lawful to and for the said *Arthur Asty*, when and as he should come into and be in the actual possession of the manors, messuages, lands,

Whereby lands
were limited in
remainder to
the now intend-
ed husband (for
a term) if he
should so long
live;

lands, tenements, hereditaments and premisses thereby granted and released, or any part or parts thereof, by virtue of the same indenture, to assign, limit or appoint, to or to the use of any woman or women which he should happen to marry, for the life or lives of such woman or women respectively, for or in lieu, name and stead of her or their jointure or jointures, and in full of her or their dower or dowers, or for part of her or their jointure or jointures, or better means of livelihood, any of the same manors, lands, tenements, hereditaments and premisses, or any part or parts, parcel or parcels thereof, whereof he should be so in possession as aforesaid, not exceeding in the whole above all reprises the yearly value of 800*l.* as by the said recited indentures, relation being thereunto had, may (among other things therein contained) more fully and at large appear. And whereas the said *Arthur Asty* is now come into the actual possession of the said manors, messuages, lands, tenements, hereditaments and premisses, by virtue of or under the said recited indentures: and whereas a marriage is intended by the grace of God to be shortly had and solemnized between the said *Arthur Asty* and the said *Delia Cary*: now this indenture witnesseth, that in consideration of the said intended marriage, and of the conveyance and assurance of divers freehold and leasehold lands, tenements and hereditaments in the county of *Londonderry* in the kingdom of *Ireland*, to the said *Arthur Asty*, his heirs, executors, administrators and assigns respectively made or intended to be made by the said *Charles Cary*, for and in lieu of the advancement or marriage-portion of her the said *Delia Cary* his daughter, by indentures of lease and release, the lease bearing date the day before, and the release bearing even date with these presents, and for providing a competent jointure and means of livelihood for her the said *Delia Cary*, in case she shall, after the said intended marriage had, happen to survive and overlive the said *Arthur Asty* her intended husband, he the said *Arthur Asty*, pursuant to, and by force and virtue of the said recited power and authority to him given or reserved for making or appointing a jointure as aforesaid, and of all and every other power and powers or authorities to him in that behalf given or reserved, or any ways enabling him thereunto, doth by these presents grant, assign, limit and appoint, unto the said *Delia Cary* his intended wife, all those messuages, farms, lands, tenements and hereditaments, with their and every of their appurtenances, situate, lying or being within the parishes, towns, precincts or liberties of *Ort*, *Patry*, *Queon* and *Reynes*, in the said county of *Essex*, now or late in the several tenures or occupations of the several persons or tenants herein after named, at and under the several yearly rents herein after also mentioned, or thereabouts, that is to say, of [here the tenants names and many more parcels.] All which said messuages, farms, lands, tenements, rents and hereditaments, are part and parcel of the manors, messuages, lands, tenements and hereditaments, in and by the said first recited indentures settled, conveyed and assured as aforesaid, and do not ex-

with power to make a jointure to a wife, &c. for her life, in bar of dower,

to a certain yearly value; and that he is now come into possession,

and that a marriage is intended between him and the intended wife. The agreement and consideration, the marriage, and lands in *Ireland* conveyed to the husband by her father, and to settle a jointure,

The husband limits lands, &c. to the wife,

in full of dower.

The husband covenants that the lands are of a certain value,

and for quiet enjoyment,

and for farther assurances.

ceed in the whole (above all reprises) the yearly value of 800*l.* and such reprises amount to the yearly sum of 14*l.* 13*s.* 4*d.* or thereabouts; to have and to hold the said messuages, farms, lands, tenements, hereditaments and premisses herein before particularly mentioned and described, with their and every of their appurtenances, from and immediately after the decease of the said *Arthur Asty*, unto and to the use of the said *Delia Cary* his intended wife, and her assigns, for and during the term of her natural life, for her jointure, and in full of her dower and thirds at common law, which she can or may have or claim, of, in, to or out of all and every or any the manors, messuages, lands, tenements or hereditaments, whereof or wherein he the said *Arthur Asty* her intended husband now is, or at any time hereafter during the coverture between them, shall be seised of any estate of freehold or inheritance. And the said *Arthur Asty* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant, and agree to and with the said *Charles Cary*, his executors and administrators, in manner following (that is to say) that the said messuages, farms, lands, tenements, hereditaments and premisses, herein before limited and appointed unto the said *Delia Cary* for her life, for her jointure as aforesaid, now are of the clear yearly value of 800*l.* above all reprises: and farther, that in case the said *Delia Cary* shall happen to survive and overlive the said *Arthur Asty* her intended husband, it shall and may be lawful to and for her the said *Delia Cary* and her assigns, to have, hold and enjoy the same messuages, farms, lands, tenements, hereditaments and premisses, and to receive and take the rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, for and during the term of her natural life, without the lawful let, suit, trouble, denial, eviction or interruption, of or by the heirs or assigns of him the said *Arthur Asty*, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest, either in law or equity, of, in, or to or out of the same messuages, farms, lands, tenements, hereditaments and premisses, or any of them, or any part thereof, from, by or under, or in trust for him, them, or any of them, or from, by or under or in trust for the said *Edward Ellis*: and moreover, that he the said *Arthur Asty*, and all others claiming or to claim, from, by or under him, shall and will at any time or times hereafter, during the term of his natural life, make, do and execute, or cause and procure to be made, done and executed, any such farther or other lawful and reasonable acts, deeds or things, for the better and more effectual limiting, appointing and assuring the said messuages, farms, lands, tenements, hereditaments and premisses herein before particularly mentioned and described, with their appurtenances, unto the said *Delia Cary* and her assigns, for the term of her natural life, for her jointure as aforesaid, as by the said *Charles Cary*, his executors or administrators, or his or their counsel learned in the law, shall be reasonably advised, or devised and

and required. And whereas it is farther provided, in and by the said recited indenture of release, that it should and might be lawful to and for the said *Arthur Asty*, when and as he should come into and be in the actual possession of the manors, messuages, lands, tenements, hereditaments and premisses thereby granted and released, or any part or parcel thereof, by virtue of the same indenture, at any time or times thereafter during his life, by any deed or deeds, writing or writings, to be by him sealed and delivered in the presence of two or more credible witnesses, or by his last will or testament in writing, to be by him subscribed, sealed and published, in the presence of three or more credible witnesses, to grant, lease, limit, devise or appoint any of the same manors, lands, tenements, hereditaments and premisses, of a competent value, whereof he should be in possession as aforesaid, unto any person or persons, for any term or number of years, either in possession or reversion, as to him should seem meet, upon trust for the levying or raising by, with or out of the rents, issues and profits thereof, or by mortgage or sale thereof, or of any part thereof, or by all these or any other ways, as in and by such deed or deeds, writing or writings, or such last will or testament should be appointed, any sum or sums of money not exceeding the sum of 4000*l.* for or towards the portion or portions of all and every the daughter and daughters, younger son and younger sons, of him the said *Arthur Asty*, as to him should seem good, and as should be expressed in such deed or deeds, writing or writings, or last will or testament, so as such grant, lease, limitation or estate, should be made with a proviso or condition to cease and be void, or else upon express trust to be surrendered, when all such sum or sums of money thereby appointed to be raised or levied for such person or persons should be fully raised and levied, as by the said recited indenture of release, relation being thereunto had, may (among other things) more fully and at large appear: now this indenture farther witnesseth, that for the considerations aforesaid, and for making some provision for such daughter and daughters, younger son and younger sons of the said *Arthur Asty*, and for and in consideration of the sum of 5*s.* of lawful money of *Great Britain*, to the said *Arthur Asty* in hand paid by the said *Charles Cary*, at or before the enscaling and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Arthur Asty*, pursuant to, and by force and virtue of the said last recited power and authority to him given and reserved, for appointing or providing such sum or sums of money for the portion or portions of his daughter and daughters, younger son and younger sons as aforesaid, and of all and every other power and powers or authorities to him in that behalf given or reserved, or any ways enabling him thereunto, doth by this his deed or writing by him sealed and delivered, in the presence of the persons whose names are hereupon indorsed as witnesses thereunto, grant, lease, limit and appoint, unto the said *Charles Cary*, his executors, administrators and assigns, all that

Recital of a power in the settlement to create a term to raise a limited sum for portions for younger children.

He executes that power;

the manor of *Sans*, with its rights, members and appurtenances, in the said county of *Essex*; and also all and every messuages, farms, lands, tenements and hereditaments, of him the said *Arthur Asty*, situate, lying and being within the parish, towns, fields, precincts or territories of *Sans* and *Titton* in the said county of *Essex* (all which said last mentioned messuages, farms, lands, tenements, hereditaments and premisses, are also part and parcel of the manors, messuages, lands, tenements and hereditaments, in and by the said first recited indenture settled, conveyed and assured as aforesaid) and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; to have and to hold the said manors, messuages, farms, lands, tenements, hereditaments and premisses hereby, or mentioned or intended to be hereby leased, with their and every of their appurtenances, unto the said *Charles Cary*, his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the full time and term, and unto the full end and term of four hundred years from thence next ensuing, and fully to be compleat and ended (without prejudice nevertheless, to the estate of the said *Arthur Asty* therein): upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared, of and concerning the said term of four hundred years (that is to say) that in case there shall be one or more daughter or daughters, younger son or younger sons, of the body of the said *Arthur Asty* begotten, then upon trust that he the said *Charles Cary*, his executors, administrators or assigns, within the space of three calendar months next after the decease of the said *Arthur Asty*, or in his life-time if he shall think fit, and so direct by writing under his hand and seal, shall and do by mortgage or sale of the said term of four hundred years, of and in the said manor, messuages, farms, lands, tenements, hereditaments and premisses therein comprized, or of and in a competent part thereof, or by, with and out of the rents, issues and profits of the same premisses in the mean time, and until such sale, or by all the said ways and means, or by any other ways or means, levy and raise the sum of 4000*l.* of lawful money of *Great Britain*, for or towards the portion or portions of all and every the daughter and daughters, younger son and younger sons, of the body of the said *Arthur Asty* to be begotten, equally to be divided between them, share and share alike; and if but one such daughter or younger son, then for or towards the portion of such daughter or younger son. Provided always, that in case any of such daughter or daughters, younger son or younger sons, shall happen to die before he, she or they shall respectively attain the age of eighteen years, or be married, then the share or shares of him, her or them, so dying, shall be, go and remain unto the survivors or survivor, or others or other of them, equally to be divided amongst them, share and share alike. Provided also, and

it

with benefit of
survivorship a-
mong the chil-
dren.

it is hereby declared and agreed, by and between all the said parties to these presents, that in case there shall be no such daughter or daughters, younger son or younger sons, of the body of the said *Arthur Asty* to be begotten; or in case the said sum of 4000*l.* herein before limited and appointed to be raised for the portion or portions of such daughter or daughters, younger son or younger sons as aforesaid, shall be, by the said *Charles Cary*, his executors, administrators or assigns, levied and raised by the ways and means in that behalf afore-mentioned; then and in either of the said cases, and at all times from thenceforth, the said term of four hundred years, of and in the said last mentioned manor, messuages, farms, lands, tenements, hereditaments and premises, or so much thereof as shall remain unfold and undisposed of, for the purposes aforesaid, shall cease, determine and be utterly void, or otherwise surrendered to the person or persons who shall for the time being be next in reversion or remainder of the same premises, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Arthur Asty*, for the considerations aforesaid, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Charles Cary*, his executors and administrators, that in case the said intended marriage shall take effect, and that there shall be one or more daughter or daughters, younger son or younger sons of the body of the said *Arthur Asty* on the body of the said *Delia* his intended wife to be begotten, living at the time of the decease of him the said *Arthur Asty*, or born after; then and in such case he the said *Arthur Asty* shall and will, by his last will and testament or otherwise, give or leave unto or for the benefit of all and every such daughter or daughters, younger son and younger sons last mentioned, or in case of no such younger son or younger sons, then to or for the benefit of such last mentioned daughter or daughters only, such sum or sums of money as together with what they shall actually receive by virtue of the aforesaid term of four hundred years shall amount to the full sum of 8000*l.* at least, unless they shall be actually advanced and preferred by the said *Arthur Asty* in his life-time, with portions of equal or greater value. And lastly, the said *Arthur Asty* doth hereby for himself, his heirs, executors and administrators, farther covenant, promise, grant and agree, to and with the said *Charles Cary*, his executors, administrators and assigns, that it shall and may be lawful to and for him the said *Charles Cary*, his executors, administrators and assigns, from and after the decease of the said *Arthur Asty*, peaceably and quietly to enter into, have, hold and enjoy the said manor, messuages, farms, lands, tenements, hereditaments, and other the premises hereby leased, and receive and take the rents and profits thereof, and of every part thereof, for and during all the then residue of the said term of four hundred years therein, upon the trusts and for the purposes aforesaid, without the lawful let, suit, trouble, denial, eviction or interruption, of or by the heirs or assigns of him the said

Proviso for the ceasing of this term.

The husband covenants to give or leave a farther sum to younger children;

and for quiet enjoyment by the trustee of this last term

Arthur Astry, or of or by any other person or persons, lawfully claiming or to claim any estate, right, title, trust or interest, either in law or equity, of, in, to or out of the same manor, messuages, farms, lands, tenements, hereditaments and premises, or any of them, or any part thereof, from, by or under, or in trust for him, them, or any of them, or from, by or under, or in trust for the said *Edward Ellis*. In witness, &c.

No. 2.

An agreement before marriage, and assignment of part of the woman's personal estate, consisting of leasehold, Bank stock, and India bonds, &c. to trustees, to be for and at her separate use and disposal. Power to sell, and place out the money at interest, and to fill up the number of trustees. The husband covenants to leave her a third of his estates, if she survive.

The parties.

A corporation
lease recited.

The parcels,

(with excep-
tion).

General words.

THIS indenture tripartite made the ninth day of *August* anno Domini 1733, and in the seventh year of the reign of our sovereign Lord *George* the second, by the grace of God, of *Great Britain*, &c. between *Arthur Astry* of *London* merchant, of the first part, *Bona Brown* spinster, one of the daughters of *Charles Brown* late citizen and mercer of *London* deceased, of the second part, and *Charles Cary* of *London* merchant, *Dorothy Dix* of the same place widow, and *Edward Ellis* of *London* stationer, of the third part. Whereas by indenture of lease bearing date on or about the 15th day of *August* which was in the year of our Lord 1684, and made or mentioned to be made between the mayor and commonalty and citizens of the city of *London*, of the one part, and *Francis Foss* citizen and ironmonger of *London*, of the other part, the said mayor, and commonalty and citizens, for the considerations therein mentioned, did demise and lease to the said *Francis Foss* all that their plot or parcel of ground or soil situate and being in the parish of *St. Mary Le Bow London*, containing from east to west twenty-four feet of assise, little more or less, and from north to south on the west-side thereof twenty-eight feet of assise, little more or less, and on the west-side thereof thirty-four feet of assise, little more or less, and abutting south and west upon the publick market-place, and upon other of the city-lands then in the possession or tenure of the said *Francis Foss* north, and upon grounds then in the occupation of *Francis Ferne*, belonging to Mr. *George Gore*, east (part of which measures aforesaid, under the front of the tenements to be erected as therein is mentioned, was to be used for an open walk, and so to continue and remain during the term of years thereby granted) together with all ways, passages, waters, water-courses, easements, profits, commodities, advantages and appurtenances

purtenances whatsoever, to the said plot or parcel of ground or soil belonging or in any wise appertaining, or with the same used, occupied or enjoyed (except as therein is mentioned to be excepted); to hold unto the said *Francis Foss*, his executors, administrators and assigns from the feast-day of *St. John the Baptist* then last past for the term of ninety-one years, at the yearly rent of 3 *l.* payable quarterly, as therein is mentioned. And whereas by one other indenture of lease, bearing date on or about the eighteenth day of *May* which was in the year of our lord 1701, and made or mentioned to be made between the said mayor, and commonalty and citizens of the city of *London*, of the one part, and the said *Francis Foss*, by the name of *Sir Francis Foss* knight and alderman of the said city, of the other part, the said mayor, and commonalty and citizens, for the considerations therein mentioned, did demise and grant unto the said *Sir Francis Foss* all those two dwelling-houses, situate, lying and being in the said parish of *St. Mary le Bow*, containing on the west-side fifty-six feet of assize, little more or less (being the length of both the bevil lines) and from west to east on the south-end twelve feet and six inches, little more or less, and abutting on a house then demised unto the said *Sir Francis Foss*, and from south to north on the east-side seventy-two feet six inches of assize, little more or less (being the length of both the bevil lines) and abutting on *Sir Francis Foss's* then dwelling-house, and from east to west on the north-end sixteen feet of assize, little more or less, the piazza containing eight feet four inches little more or less at the north-end, and seven feet and ten inches little more or less at the south-end, and fifty-eight feet six inches in the front thereof (being the length of both the bevil lines) in both the aforesaid houses being then contained two cellars, four lower rooms, sixteen chambers and four garrets; and all the said last mentioned premises, with the situations and bevil lines on which the measurement is described, do more plainly appear by the draught or scheme of the thereby demised premises with a scale to the same made, and to the said last mentioned indenture annexed; to hold unto the said *Sir Francis Foss*, his executors, administrators and assigns, from the feast-day of the nativity of *St. John Baptist* in the year of our Lord 1706, for the term of sixty-one years, at the yearly rent of 5 *l.* payable quarterly, as therein is mentioned. And whereas by indenture of assignment bearing date on or about the fifteenth day of *July* which was in the year of our Lord 1709, and made or mentioned to be made between *Hannah Foss* of *London* spinster, *Sir John Hollis*, *Sir John Jones*, and *Sir Leonard Kirby*, of the said city knights, executors of the last will and testament of the said *Sir Francis Foss* then deceased, of the one part, and the said *Charles Brown* of the other part, reciting to the effect as is herein before recited; and for the considerations therein mentioned, they the said *Hannah Foss*, *Sir John Hollis*, *Sir John Jones*, and *Sir Leonard Kirby*, did assign and set over unto the said *Charles Brown*, his executors, administrators and assigns,

Another corporation lease recited,

An assignment of the leases recited,

the said two several recited indentures of lease, and also the said several messuages or tenements which were in the several tenures or occupations of *Matthew May*, *Nathaniel Nix* and *Oliver Orme*, and all and singular other the premises by the same two indentures of lease demised or granted, or mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances; to hold unto the said *Charles Brown*, his executors, administrators and assigns, for the residue of the said two several terms of ninety-one years and sixty-one years therein respectively. And whereas the said *Charles Brown*, in and by his last will and testament in writing, bearing date on or about the sixteenth day of *July* which was in the year of our Lord 1724, did (amongst other devises and bequests therein contained) give and bequeath unto the said *Bona Brown*, her executors, administrators and assigns, the said messuages or tenements and premises, by the description of all those his three messuages or tenements, with the appurtenances, situate in the parish of *St. Mary le Bow*, held by lease or leases of the city of *London*, at and under the yearly ground-rent of 8*l. per annum*, clear of taxes, for and during the remainder of the said terms then to come and unexpired, as in and by the said several recited indentures and will, relation being thereunto had, may more fully appear. And whereas two of the said three messuages are now converted into or used as one messuage, and all the said messuages and premises now are or late were in the several tenures, possessions or occupations of *Paul Perry* victualler, *Rose Reek* millener, *Samuel Sly* smith, and their respective assigns, lessees and under-tenants. And whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Arthur Autry* and the said *Bona Brown*; and whereas upon the treaty of the said intended marriage it was agreed by and between the said *Arthur Autry* and *Bona Brown*, that as well the said messuages or tenements and premises, as also the several *East-India* bonds mentioned in the schedule hereupon indorsed, as also 2000*l.* capital or nominal stock in the fund or stock of the governor and company of the bank of *England* (being part of the fortune and effects of the said *Bona Brown*) should be assigned and transferred respectively unto the said *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their executors, administrators and assigns, upon the trusts, and to and for such intents and purposes as are herein after mentioned and expressed, of and concerning the same; to the intent that the said *Bona Brown* shall notwithstanding her coverture (after the said intended marriage had) have the sole, separate and absolute disposal of all and every the said messuages or tenements, hereditaments, *East-India* bonds, stock and premises, and of the rents, interest, profits and produce thereof respectively, to and for her own sole and separate use and benefit, and at her own free will and pleasure, without the controul or intermeddling of the said *Arthur Autry* her intended husband, or being subject to his debts or incumbrances. And whereas the said *Bona Brown*, in pursuance of the said agreement

hath

and the will of
the assignee,

devising them to
the intended wife.

And that two of
the houses are
converted into
one.

The intended
marriage recited,

and an agree-
ment between
husband and wife,
that the leasehold
premises, and
certain bank-
stock (part of her
fortune) should
be assigned, &c.

upon trust,

to be at her
disposal

and separate use,
&c.

hath already with the privity and consent of the said *Arthur Autry* (testified by his being a party to, and his sealing and delivering of these presents) transferred the said 2000 *l.* bank-stock unto the said *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, which they do hereby acknowledge, as by the books of the same company may appear: now this indenture witnesseth, that in prospect and consideration of the said intended marriage, and in farther pursuance of the said agreement, and also for and in consideration of the sum of 10 *s.* of lawful money of *Great Britain*, to the said *Bona Brown* in hand paid, by the said *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said *Bona Brown*, with the privity and consent of the said *Arthur Autry* her intended husband (testified as aforesaid) hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over, unto the said *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their executors, administrators and assigns, as well the said messuages or tenements, ground, hereditaments and premises, in and by the said recited indentures of lease and assignment demised and assigned respectively, or mentioned or intended so to be as aforesaid, with their appurtenances; as also the said several *East-India* bonds in the said schedule hereupon indorsed mentioned, and all the benefit thereof, and all the monies due and payable, or to become due and payable thereupon, and all the estate, right, title, interest, claim and demand whatsoever, both at law and in equity, of her the said *Bona Brown*, of, into or out of the said messuages or tenements, ground, bonds, and premises hereby, or mentioned or intended to be hereby assigned, every or any part or parcel thereof; to have and to hold the said messuages or tenements, ground, hereditaments and premises, in and by the said recited indentures demised and assigned respectively, or mentioned or intended so to be as aforesaid, with the appurtenances, unto the said *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their executors, administrators and assigns, from henceforth, for and during all the rest and residue yet to come and unexpired of the said two several terms of ninety-one years and sixty-one years therein respectively, upon the trusts herein after mentioned concerning the same; and to have and to hold the said bonds and monies thereupon due and payable, or to become due and payable, and all the benefit thereof, unto the said *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their executors, administrators and assigns absolutely, upon the trusts herein after mentioned concerning the same. And it is hereby declared and agreed, by and between the said parties to these presents, that the said messuages or tenements, ground, hereditaments, bonds, stock, and other the premises so assigned and transferred respectively, unto the said *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their executors, administrators and assigns as aforesaid, are and were so to them assigned and transferred respectively, upon such trusts, and to and for such intents and purposes,

And that she (with privity of the husband) hath transferred the stock to trustees. The assignment of the leaseholds, with privity, &c. of the intended husband;

and *East-India* bonds mentioned in a schedule.

In trust for the intended wife till the marriage; then in trust to pay the profits as she shall direct.

(Not to be at the husband's disposal).

And if no direction, to her own hands,

her receipts alone to be sufficient.

Trustees to assign, &c. as she shall direct.

And for want of such direction, in trust for her, &c.

purposes, and subject to such provisos and agreements as are herein after mentioned, expressed and declared, of and concerning the same (that is to say); in trust for the said *Bona Brown*, her executors and administrators, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then in trust, that they the said *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their executors, administrators and assigns, shall and do from time to time, during the joint-lives of the said *Arthur Autry* and *Bona Brown*, pay and dispose of the clear yearly interest, rents, profits, dividends and produce of the said messuages or tenements, hereditaments, bonds, stock and premises, as the same shall from time to time arise and be received, unto such person or persons, and to and for such uses and purposes, and in such parts and proportions, manner and form, as she the said *Bona Brown* shall from time to time, notwithstanding her coverture, by any note or writing under her hand direct or appoint; to the intent that the same may not be at the disposal of, or subject or liable to the controul, debts or engagements of the said *Arthur Autry* her intended husband, but only at her own sole and separate disposal; and in default of, and until such direction and appointment, to the proper hands of her the said *Bona Brown*, or otherwise do and shall permit and suffer her to receive and take the same, to and for her own sole and separate use and benefit; whose receipts alone under her hand, without the said *Arthur Autry* her intended husband, shall from time to time, notwithstanding her coverture, be sufficient discharges to the person or persons who shall so pay the same, for so much thereof for which such receipts shall be given. And upon this farther trust, that they the said *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their executors, administrators and assigns, shall and do assign, transfer, and dispose of all and every the said messuages, tenements, hereditaments, bonds, stock and premises, every or any part thereof, unto such person and persons, and for such uses, purposes, estates and interests, and in such parts and proportions, manner and form, with or without power of revocation, as she the said *Bona Brown* shall from time to time, notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, sealed, published and declared, in the presence of the like number of witnesses, direct, limit, give or appoint the same, or any part thereof; to the intent that the same, or any part thereof, may not be at the disposal of, or subject or liable to the controul, debts or engagements of the said *Arthur Autry* her intended husband, but only at her own sole and separate disposal. And for default of such direction, limitation, gift or appointment, then in trust for and for the only benefit of the said *Bona Brown*, her executors and administrators. And it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may

may be lawful to and for the said *Charles Cary, Dorothy Dix, and Edward Ellis*, or the survivors or survivor of them, his executors or administrators, with the good liking and approbation of the said *Bona Brown*, testified under her hand, notwithstanding her coverture, and whether she be sole or married, to sell and dispose of the said bonds and stock, or any of them, or any part thereof, and to lend and place out the monies arising by such sale or disposition, or any part thereof, upon any public or private security or securities at interest, or invest the same, or any part thereof, in the purchase of stock in any of the publick companies or funds, with such approbation as aforesaid; and so from time to time to call in such monies so lent or placed out on securities as aforesaid, or to sell and dispose of such stock so to be purchased, or any part thereof, as often as they shall think fit, with such approbation as aforesaid. Provided always nevertheless, and it is hereby declared and agreed by and between the said parties to these presents, that notwithstanding this present assignment, or any thing herein contained to the contrary, the said several *East-India* bonds shall be and remain in the hands or custody of her the said *Bona Brown*, or be by her lodged or deposited for safe custody in such place or places, or with such person or persons, as she shall from time to time think fit. Provided also, and it is hereby farther declared and agreed, by and between all the said parties to these presents, that in case they the said *Charles Cary, Dorothy Dix, and Edward Ellis*, or any of them, or any future or succeeding trustees, shall die, or be desirous to quit and be discharged of and from the trusts hereby in them reposed as aforesaid, at any time or times before the said trusts shall be fully executed and performed, then and in any such case, and when the same shall happen, it shall and may be lawful, to and for the said *Bona Brown*, by any writing or writings under her hand and seal, attested by two or more credible witnesses, to nominate, substitute or appoint any other person or persons to be trustee or trustees for the purposes aforesaid, in the place and stead of them the said *Charles Cary, Dorothy Dix, and Edward Ellis*, or other succeeding trustees, or such of them who shall so die, or be desirous to quit and be discharged of and from the aforesaid trusts; and so from time to time, and as often as there shall be occasion, to nominate, substitute or appoint any other person or persons to be trustee or trustees, in manner and for the purposes aforesaid, and in the place and stead of the said present or any succeeding or other trustee or trustees, who shall so die, or be desirous to quit and be discharged of and from the aforesaid trusts. And that when and so often as any new trustee or trustees shall be nominated or appointed as aforesaid, the said messuages or tenements, bonds, stock and trust premises, or so much thereof as shall then be undisposed of as aforesaid, and all securities, in which the same bonds and stocks or any part thereof shall be then invested, shall be thereupon with all convenient speed assigned and transferred so and in such sort, as that the same shall be legally and effectually vested in the surviving or

Power to the trustees (with her approbation) to alter the nature of the estates, and put out the money, &c. *toties quoties.*

The *East India* bonds to remain in the custody of *cestuy que trust.*

Provision for filling up the number of trustees.

And then the estates to be vested in them all,

con-

continuing former trustee or trustees, and such new trustee or trustees, upon the trusts aforesaid; and that every such new trustee or trustees shall and may in all things act in the management, carrying on and execution of the trusts aforesaid, every or any of them, in conjunction with the other or others of them who shall survive or continue, as fully and effectually in all respects, and to all intents and purposes, as if he or they had been originally in and by these presents nominated or appointed a trustee or trustees for the purposes aforesaid, any thing herein before contained to the contrary notwithstanding. And it is hereby farther declared and agreed, by and between all the said parties to these presents, that the said trustees, parties hereto, or any of them, or any new trustee or trustees to be nominated or appointed as aforesaid, or any of them, their or any of their executors or administrators, shall not be charged or chargeable with, or accountable for any more monies than they respectively shall actually receive by virtue of the trusts aforesaid; nor with or for any loss which shall happen of the said trust estates and premises, or any part thereof, so as the same happen without their wilful defaults; nor the one of them for the others or other of them, or for the acts, deeds, receipts, disbursements or defaults, the one of the other or others of them, but each of them only for his or her own acts, deeds, receipts, disbursements and defaults. And also that it shall and may be lawful for them the said trustees, parties hereunto, and such new trustee or trustees to be nominated or appointed as aforesaid, and each and every of them, their and each and every of their heirs, executors and administrators, in the first place, by and out of the said trust estates and premises to deduct and reimburse him, her and themselves respectively, all such loss, costs, charges and expences, as he, she, they, or any of them shall sustain, expend or be put unto, for or by reason of the trusts aforesaid, or the management or execution thereof, or any other thing in any wise relating thereunto. And this indenture farther witnesseth, that the said *Arthur Autry*, in consideration of the said intended marriage, and of what he will be thereby intitled unto out of the estate of the said *Bona Brown*, over and above what is herein before mentioned to be assigned upon the trusts aforesaid, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their executors, administrators and assigns, that in case the said intended marriage take effect, and that she the said *Bona Brown* shall survive and overlive him the said *Arthur Autry*; then and in such case he the said *Arthur Autry* shall and will, in and by his last will and testament or otherwise, give or leave unto the said *Bona Brown*, her heirs, executors and administrators respectively, one full and equal third part of all such real and personal estate, as he the said *Arthur Autry* shall be seised or possessed of, or any ways intitled unto at the time of his decease (after payment thereof of his just debts and funeral expences); the same third part to be

with power to act.

Trustees to be chargeable only with their own receipts, &c. respectively.

They may retain their expences, &c.

The husband covenants to leave the wife a third part of all his estates, if she survive.

be paid, conveyed and delivered unto the said *Bona Brown*, her heirs, executors, administrators and assigns respectively, to and for her and their own use and benefit, within the space of six calendar months next after the decease of the said *Arthur Autry*. In witness, &c.

*Articles before marriage for settling divers freehold No. 3.
and leasehold estates; with variety of limita-
tions, powers and provisoes, as in the margin.*

THIS indenture tripartite, made the tenth day of *August* anno Domini 1717, and in the third year of the reign of, &c. between Sir *Benjamin Austin* of, &c. bart. and dame *Anne* his wife, and *Charles Austin* esq; son and heir apparent of the said Sir *Benjamin Austin*, of the first part, *Francis Ford* of, &c. the only acting executor of the last will and testament of *Daniel Greg*, late of, &c. merchant, deceased, and *George Greg* junior, of, &c. esq; of the second part, and *Elizabeth Greg* spinster, daughter of the said *Daniel Greg*, and sister of the said *George Greg*, of the third part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Charles Austin* and the said *Elizabeth Greg*: now this indenture witnesseth, that in consideration of the said intended marriage, and of the sum of 10000 l. of lawful money of Great Britain (being the marriage-portion of the said *Elizabeth Greg*) herein after covenanted to be paid by the said *Francis Ford*, in such manner as is herein after mentioned, they the said Sir *Benjamin Austin* and *Charles Austin* do, and each of them doth for themselves and each of them, their and each of their heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Francis Ford* and *George Greg*, their executors and administrators, and every of them by these presents, that they the said Sir *Benjamin Austin*, dame *Anne* his wife, and *Charles Austin*, and all others, claiming or to claim, from, by or under, or in trust for them or any of them, or any of the ancestors of the said Sir *Benjamin Austin*, shall and will, before the end of *Michaelmas* term next ensuing the date hereof, at the costs and charges of the said Sir *Benjamin Austin* or his heirs, by fine, common recovery, and such other good and sufficient conveyances and assurances in the law, as the counsel of the said *Francis Ford* and *George Greg*, or the survivor of them, or the executor or administrators of such survivor shall advise or direct, with usual and reasonable covenants, settle, convey and assure all and every the manors, lordships, advowsons, messuages, cottages, farms, mills, lands, tenements, rectories, tithes and hereditaments, as well freehold as leasehold, of them the said Sir *Benjamin Austin* and *Charles Austin*, or either of them, in the several parishes, towns, hamlets, vills or territories of *Keynton*,
Mimms

Recital that the marriage is intended.

Agreement and consideration.

The father and mother of the intended husband (together with him) agree to settle by fine recovery, &c. certain manors, &c.

(with exception)

as to part.

Mimms and *Nunton*, and in every or any of them in the said county of *Bucks*, or elsewhere in the said county of *Bucks* (except the manors or reputed manors of *Hanton* and *Jobner*, with their rights, members and appurtenances, in the said county of *Bucks*, other than such part and parts thereof as are herein after-mentioned or agreed to be settled) free from all incumbrances made or done by the said *Sir Benjamin Austin*, or any of his ancestors (except the several rents and services reserved upon such parts of the premises as are leasehold, and the several leases for years determinable upon lives made by the said *Sir Benjamin Austin*, or any of his ancestors of such parts of the premises as have been so usually let, and such other leases for years whereupon the improved rent is reserved) to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes, limitations and agreements, as are herein after-mentioned, expressed and declared, of and concerning the same respectively; that is to say, as to, for and concerning all that capital messuage or mansion-house situate or being in *Keinton*, together with the gardens, orchards, and appurtenances thereunto belonging, and all lands and tenements therewith let, used or enjoyed, now or late in the possession of *Mr. Leonard Lunn*, and all other the messuages, cottages, farms, lands, tenements and hereditaments, as well freehold as leasehold, of them the said *Benjamin Austin* and *Charles Austin*, or either of them, situate, lying or being in *Keinton* aforesaid, all which are now of the clear yearly rent or value of 280*l.* or thereabouts; and all that capital messuage, tenement and farm, commonly called or known by the name of *Mimms* farm, as the same is now divided into two farms, and all lands, tenements and hereditaments thereunto belonging, or therewith let, used or enjoyed, being now together of the clear yearly rent of 165*l.* and all that other messuage, tenement and farm, commonly called or known by the name of *Nunton*, and all lands and tenements thereunto belonging, or therewith used or enjoyed, at the yearly rent of 75*l.* and all that messuage, tenement and farm called *Orton*, and all lands and tenements thereunto belonging, or therewith used or enjoyed, at the yearly rent of 68*l.* and all those mills called *Purton* mills, together with the party-meadow, and all other lands therewith letten or enjoyed, at the yearly rent of 30*l.* and all the tithing-garb (except the tithes of beans and pease) to the rectory of *Bailton* belonging, together with the parsonage-barn there; which last mentioned premises are held by lease of the dean and chapter of the cathedral church of *St. Paul Thetford*, and are now of the clear yearly rent or value of 150*l.* over and above the rent reserved upon the said lease: (all which last mentioned messuages, farms, lands, tenements and hereditaments, are parcel of the premises first above agreed and intended to be settled and conveyed as aforesaid): the same are to be and shall be limited to and for such uses, intents and purposes, and upon such trusts as are herein after mentioned, expressed or declared, of and concerning the

the same respectively; that is to say, as to so much and such part and parts of the said last mentioned premises as are freehold, to the use of the said *Charles Austin*, for and during the term of his natural life, without impeachment of or for any manner of waste, with due provision in such intended settlement for supporting the contingent uses and estates thereof herein after mentioned, as in such case is usual: and from and after his decease, then to the use of the said *Elizabeth* his intended wife, for and during the term of her natural life; which together with such other provisions as are herein after intended or agreed to be made for her, is to be, and is hereby declared to be in full of her jointure, and in lieu, bar, and satisfaction of her dower and thirds at common law: and from and after the several deceases of the said *Charles Austin* and *Elizabeth* his intended wife, to the use of trustees (to be for that purpose named) their executors, administrators and assigns, for the term of two hundred years, without impeachment of waste, upon such trusts as are herein after mentioned concerning the same; and from and after the end or other sooner determination of the said term of two hundred years, then to the use of the first son of the said *Charles Austin* on the body of the said *Elizabeth* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use of the second, third, fourth, fifth, and of all and every other the son and sons of the said *Charles Austin* on the body of the said *Elizabeth* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons, and the heirs male of his body issuing, always to be preferred, and to take before the younger of such son and sons and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use of other trustees (to be for that purpose named) their executors, administrators and assigns, for the term of three hundred years, without impeachment of waste, upon such trusts as are herein after mentioned concerning the same; and from and after the end or other sooner determination of the said term of three hundred years, then to the use of the first, second, third, fourth, fifth, and all and every other the son and sons of the body of the said *Charles Austin* by any other woman or women whom he shall marry after the decease of the said *Elizabeth Greg*, severally and successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons, and the heirs male of his body issuing being always preferred, and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use of all and every the

To the use of the husband for life, sans waste;

remainder to the use of the wife for life,

in bar of dower.

Remainder to trustees for a long term.

Remainder to first and other sons of this marriage in tail male;

then to trustees for another term;

then to his sons by any other wife in tail male.

Remainder to the daughters of this marriage, as tenants in common in tail;

with cross remainders.

Remainder to the husband's father in fee.

The leasehold to be limited as near to the above uses as may be.

As to other part of the premises, being freehold

to be limited to the use of trustees, for a term of years.

Remainder to the father for life, *sans* waste.

Remainder to the husband for life, *sans* waste.

Remainder as to the first parcel of freehold above (except the estate for life to the wife, and the two long terms of years).

daughters (if more than one) of the body of the said *Charles Austin* on the body of the said *Elizabeth* his intended wife to be begotten, to be equally divided between them, share and share alike, as tenants in common, and not as joint-tenants, and of the several and respective heirs of the body and bodies of all and every such daughters; and if one or more such daughters shall happen to die without issue of her or their body or bodies, then as to the share or shares of her or them so dying without issue, to the use of the survivors or others of them, share and share alike, as tenants in common, and not as joint-tenants, and the several and respective heirs of the body and bodies of such survivors or others of them; and if all such daughters but one shall happen to die without issue of their bodies, or if there shall be but one such daughter, then to the use of such only daughter, and of the heirs of her body: and for default of such issue, then to the use of the said Sir *Benjamin Austin*, and of his heirs and assigns for ever. And as to so much and such part and parts of the said last mentioned premises as are leasehold, the same are to be and shall be settled in trustees, and limited as near to the uses and estates herein before mentioned concerning the freehold part of the said last mentioned premises as may be, and the nature of a chattel interest will admit (except the said terms and estates of two hundred years, and three hundred years). And as to, for and concerning all that capital messuage or mansion-house commonly called or known by the name of *Arnton*, with the park, gardens, orchards, lands, tenements and hereditaments thereunto belonging, or therewith used or enjoyed, situate, lying and being in *Swinton* and *Turton*, or one of them, in the said county of *Bucks*, and all other the freehold messuages, lands, tenements and hereditaments of them the said Sir *Benjamin Austin* and *Charles Austin*, or either of them, in *Swinton* and *Turton* aforesaid, or either of them (being other parcel of the premises first above agreed and intended to be settled and conveyed as aforesaid) the same are to be and shall be limited to the use of trustees to be for that purpose named, their executors, administrators and assigns, for the term of ninety-nine years, upon the trusts herein after mentioned concerning the same. And from and after the end or other sooner determination of the said term of ninety-nine years, to the use of the said Sir *Benjamin Austin*, for and during the term of his natural life, without impeachment of waste; and from and after his decease, then to the use of the said *Charles Austin*, for and during the term of his natural life, without impeachment of waste, with due provision for supporting the contingent uses and estates thereof herein after mentioned or referred to, as in such case is usual; and from and after his decease, then to such other uses, and in like order and manner as are herein before mentioned concerning the freehold premises first herein before limited or agreed to be limited to the said *Charles Austin* for his life as aforesaid (except the said use and estate to the said *Elizabeth* for her life, and the said terms of two hundred years and three hundred years).

years). And as to, for and concerning all those water grist-mills called *Venn* mills, and all houses, curtilages, gardens and grounds thereunto belonging, or therewith used or enjoyed (being leasehold) situate and being near the said mansion-house called *Arnton*, and which are other part of the premises first above agreed and intended to be settled and conveyed as aforesaid, the same are to be and shall be settled in trustees, and limited as near to the uses and estates herein before mentioned concerning the said mansion-house called *Arnton*, and other the freehold premises last mentioned as may be, and the nature of a chattel interest will admit. And as to, for and concerning all those the manors of *Warnton*, *Abden* and *Mimms* (except such part of the demesne of the said manor of *Mimms* as are herein before mentioned, and intended to be settled as aforesaid) and all messuages, lands, tenements, rents and hereditaments to the said three last mentioned manors or any of them belonging or in any wise appertaining, or therewith used or enjoyed, or accepted, reputed, taken or known as part, parcel or member of them, or any of them (except before excepted); and all that the capital messuage, barton and farm called *Bruton* farm, and all other the messuages, lands, tenements and hereditaments of them the said *Sir Benjamin Austin* and *Charles Austin* his son, or either of them, situate, lying or being in *Carnton*, *Danton*, *Elton* and *Finlay*, or any of them, or elsewhere in the said county of *Bucks*, except the said manors of *Hanton* and *Jobner*, being the residue of the premises first above agreed and intended to be settled and conveyed as aforesaid; the same are to be and shall be limited to the use of trustees to be for that purpose named, their executors, administrators and assigns, for the term of ninety-nine years, without impeachment of waste, upon such trusts as are herein after mentioned concerning the same. And from and after the end or other sooner determination of the same term, and subject thereto, and to the trusts herein after declared concerning the same, to the use of the said *Sir Benjamin Austin*, for and during the term of his natural life, without impeachment of waste. And from and after his decease, then to the use of the said dame *Anne Austin*, for and during the term of her natural life, for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law. And from and after the several deceases of the said *Sir Benjamin Austin* and dame *Anne* his wife, and determination of the said term of ninety-nine years, to the use of the said *Charles Austin*, for and during the term of his natural life, without impeachment of waste, with due provision for supporting the contingent uses and estates thereof herein after-mentioned or referred to, as in such case is usual. And from and after his decease, then to such other uses, and in like manner and order as are herein before mentioned concerning the freehold premises first herein before limited or agreed to be limited to the said *Charles Austin* for his life as aforesaid, (except the use and estate to the said *Elizabeth* for her life). And as to the aforesaid two several terms of two hundred years, of and in the premises

And as to the other part of the premises, being leasehold, to be limited as near to the uses of the last freehold as may be.

And as to other part, being the residue of the premises, and being freehold,

to the use of trustees for a long term; remainder to the father for life, *sans* waste;

remainder to the mother for her jointure, in bar of dower.

Remainder to the use of the husband for life *sans* waste.

Remainder as to the freehold first limited (except the use to the intended wife) and

two of the
terms for years,
upon trust to
raise portions
for younger chil-
dren.

In proportions
as husband and
wife, &c. shall
direct;

with restriction
of this power of
directing.

For want of ap-
pointment, what
to be raised,

and when paid.

With benefit of
survivorship,
&c.

Directions for
proper clauses.

Trust for raising
money for
maintenance
and education of
younger chil-
dren.

intended to be so limited, it is hereby declared and agreed that the same are to be and shall be upon the trusts following; that is to say, that in case there shall be one or more child or children of the said *Charles Austin* on the body of the said *Elizabeth* his intended wife to be begotten, besides an eldest or only son, then upon trust that the persons to whom such terms shall be limited as aforesaid, their executors, administrators and assigns, shall and do either in the life-time of the said *Charles Austin*, with his consent, or else not till after his decease, by leasing, selling or mortgaging of the premises, to be comprized in the same terms, or a competent part thereof, and by and with the rents and profits thereof in the mean time and until such sale (except what shall be applied for maintenance of such child or children, not being an eldest or only son, as herein after is mentioned) raise and levy, or borrow and take up at interest such sum and sums of money, not exceeding in the whole the sum of 6000*l.* of lawful money of *Great Britain*, for the portion or portions of all and every such child and children (not being an eldest or only son) and to be paid at such times and in such proportions, manner and form, as they the said *Charles Austin* and *Elizabeth* his intended wife, or the survivor of them, shall by any writing or writings under their hands and seals, or under the hand and seal of the survivor of them, attested by two or more credible witnesses, direct, limit or appoint; so as no one such child by virtue of such appointment shall have less than the sum of 800*l.* for his or her portion, if the same will so far extend; and in default of such direction, limitation and appointment, then shall and do by the ways and means aforesaid raise and levy, or borrow and take up at interest the sum of 5000*l.* of like money and no more, for the portion or portions of such child or children (other than an eldest or only son) to be paid in manner following; that is to say, if but one such child, to such only child at his or her age of twenty-one years; and if two or more such children, to be paid to and equally divided amongst them, share and share alike, at their respective ages of twenty-one years, with clause of survivorship in such settlement to be contained as usual, if any of them die before their portions become payable; and if all of them die before any of their portions become payable, then to cease, and not to be paid. And in such settlement shall be contained proper and usual clauses or provisos for ceasing the said terms of two hundred years; and that no sale or mortgage be made of the same premises, until some one of the said portions shall become payable. And upon this farther trust, that such persons to whom the said terms of two hundred years shall be limited, their executors, administrators and assigns, shall and do, by and out of the rents and profits of the premises so to them to be limited, raise and levy such yearly sum and sums of money for the maintenance and education of such child or children (not being an eldest or only son) in the mean time, and until their portions shall become payable respectively, as to the same trustees shall seem meet, not exceeding the interest of their said
respective

respective portions, at the rate of 5 *l.* per cent. per annum. And as to the aforesaid two several terms of three hundred years, of and in the premises intended to be so limited, it is hereby declared and agreed, that the same are to be and shall be upon the trusts following; that is to say, that in case there shall be no issue male of the bodies of the said *Charles Austin* and *Elizabeth* his intended wife between them begotten, or if all such issue male shall happen to die without issue male of their bodies issuing, and at the time of the failure of such issue male, or at any time after, there shall happen to be one or more daughter or daughters of the said *Charles Austin* by the said *Elizabeth* his intended wife, then upon trust that the persons to whom such terms of three hundred years shall be limited as aforesaid, their executors, administrators or assigns, shall and do, either in the life-time of the said *Charles Austin* with his consent, or else not till after his decease, by leasing, selling or mortgaging the premises, to be comprized in the same terms, or a competent part thereof, and by and with the rents and profits thereof in the mean time, and until such sale (except what shall be applied for the maintenance of such daughter or daughters, as herein after is mentioned) raise and levy, or borrow and take up at interest the sum of 10000 *l.* of lawful money of *Great Britain*, for the portion and portions of all and every such daughter and daughters: the same to be paid in manner following; that is to say, if but one such daughter, then the said whole sum of 10000 *l.* to be paid to such only daughter, at her age of 21 years or day of marriage, which shall first happen; and if two or more such daughters, then the said sum of 10000 *l.* to be paid to and to be equally divided amongst them, share and share alike, as and when they shall respectively attain their respective ages of twenty-one years or be married, which shall first happen; with clause of survivorship in such settlement to be contained as usual, if any of them die before their portions become payable; and if all of them die before such time, then their portions to cease, and not to be paid: and in such settlement shall be contained proper and usual clauses or provisos for ceasing the said terms of three hundred years; and that no sale or mortgage be made of the same premises, until some one of the last mentioned portions shall become payable. And upon this farther trust, that such persons to whom the said terms of three hundred years shall be limited, their executors, administrators and assigns, shall and do, by and out of the rents and profits of the premises so to be to them limited, raise and levy such yearly sum and sums of money for the maintenance and education of such daughter or daughters in the mean time, and until their portions shall become payable respectively, as to the same trustees shall seem meet, not exceeding the interest of their said respective portions, at the rate of 4 *l.* per cent. per annum. And in such settlement shall be contained a proviso, that what monies such daughter or daughters shall have or receive towards their portions by virtue of the said terms of two hundred years, shall be taken and esteemed

Other two of the terms for years, upon trust.

In case there be no son, &c. of this marriage, to raise portions for daughters.

With clause of survivorship.

Trust also for maintenance and education.

Proviso against taking benefit of two portions, &c.

as part of the monies provided for them by the said terms of three hundred years. And as to, for and concerning the first mentioned term of ninety-nine years, of and in the premises intended so to be limited, it is hereby declared and agreed that the same is to be and shall be upon the trusts following; that is to say, upon trust that the persons to whom such term shall be limited as aforesaid, their executors, administrators and assigns, shall and do, by and out of the rents and profits of the same premises, in the first place pay or cause to be paid unto the said *Charles Austin* and his assigns, for and during the term of his natural life, the clear yearly rent or sum of 120*l.* of lawful money of *Great Britain*, at the four most usual feasts and days of payment in the year, that is to say, the feasts of the nativity of *St. John* the Baptist, *St. Michael* the archangel, the birth of our Lord Christ, and the annunciation of the blessed Virgin *Mary*, by even and equal portions; the first payment thereof to begin and to be made at the feast of *St. Michael* the archangel next ensuing the date hereof. And from and after his decease shall and do, by and out of the rents and profits of the same premises, pay or cause to be paid unto the said *Elizabeth Greg* and her assigns, for and during the term of her natural life, the like clear yearly rent or sum of 120*l.* at the said four days of payment in the year, by even and equal portions; the first payment thereof to begin and to be made at such of the said feasts as shall next happen after the decease of the said *Charles Austin*; and subject to the yearly rents or sums of 120*l.* shall and do in the next place, by and out of the rents and profits of the same premises, pay, or cause to be paid unto *Humphry Herne*, of, &c. esq; and his assigns, for and during the term of his natural life, the clear yearly rent or sum of 80*l.* of like money, at the said four days of payment in the year, by even and equal portions; the first payment thereof to begin and to be made at the feast-day of *St. Michael* next ensuing the date hereof, the same being in lieu and discharge and satisfaction of the like rent of 80*l.* payable to the said *Humphry Herne*, by and out of the same premises, by virtue of one indenture bearing date the fifteenth day of *April* which was in the year of our Lord 1697. All which said yearly rents, during the continuance of them respectively, are to be and shall be paid free from all taxes, charges and deductions whatsoever, parliamentary or otherwise. And upon this farther trust, that the said last mentioned trustees, their executors, administrators and assigns, shall and do permit and suffer the said Sir *Benjamin Austin*, and such other person or persons to whom the next and immediate reversion or remainder of the said last mentioned premises expectant upon the said term of ninety-nine years shall for the time being belong, to receive and take the residue and overplus of the rents and profits of the said last mentioned premises, over and above what will be sufficient from time to time to pay the said yearly rents of 120*l.* and 80*l.* In which said intended settlement shall be contained a proviso for ceasing and making void the said term of ninety-nine years, from and after the

As to a term of
 ninety-nine
 years,
 upon trust
 to pay the hus-
 band an annuity
 for life.
 And after his
 death to the
 wife;
 and subject to
 those, a rent to
 a third person;
 all free from
 taxes;
 and upon trust
 to permit the
 father to re-
 ceive the resi-
 due.

the several deceases of the said *Charles Austin*, *Elizabeth* his intended wife, and *Humphry Herne*, and payment of all arrears which shall be then due of the said yearly rents of 120*l.* and 80*l.* if any such shall be. And as to, for and concerning the other term of ninety-nine years, of and in the premises intended to be so limited, it is hereby declared and agreed, that the same is to be and shall be upon the trusts following; that is to say, that the persons to whom such term shall be limited as aforesaid, their executors, administrators or assigns, shall and do, either in the life-time of the said *Sir Benjamin Austin* and dame *Anne* his wife, or of the survivor of them, if they or the survivor of them shall think fit, and so signify their minds by writing under their hands and seals, or under the hand and seal of the survivor of them, or else as soon as conveniently may be after the decease of the survivor of them, by leasing, selling or mortgaging the premises, to be comprized in the same term, or a competent part thereof, or by such other ways and means as to the same trustees shall seem meet, raise and levy, or borrow and take up at interest the sum of 2000*l.* for the portions of *Leonora*, *Mary* and *Olivia Austin*, daughters of the said *Sir Benjamin Austin*, or any of them; to be paid to them at such time or times, and in such parts and proportions, manner and form, as they the said *Sir Benjamin Austin* and dame *Anne* his wife, or the survivor, shall by any writing or writings under their hands and seals, or under the hand and seal of the survivor of them, direct or appoint; and in default of such direction and appointment, then to the said *Leonora*, *Mary* and *Olivia Austin* the daughters, to be equally divided between them, share and share alike, at their respective ages of twenty-one years; and to survive, in case one or more of them die before such age; but if all of them die before any of them attain the age of twenty-one years, then the said 2000*l.* and the said term of ninety-nine years for raising the same, to cease. And it is hereby agreed, that when and so soon as the said sum of 2000*l.* shall be raised by the ways and means aforesaid, then also the said term of ninety-nine years, of and in the premises to be comprized therein, or of and in so much thereof as shall remain unfold and undisposed of for the purposes aforesaid, shall cease and be void. And it is hereby agreed, that in such intended settlement shall be contained provisos for empowering and enabling the said *Sir Benjamin Austin*, dame *Anne* his wife, and *Charles Austin*, as and when they shall respectively come into and be in the seisin or possession of the said manors of *Warnton*, *Abden* and *Mimms*, or any of them, by virtue of the limitations aforesaid, from time to time to demise, lease or grant all or any the messuages, lands and tenements, parcel of the said manors or any of them, which now are in grant by copy of court-roll, or in lease for life or lives, or years determinable upon life or lives, to any person or persons, for one, two or three life or lives, or for any term of years determinable on one, two or three life or lives in possession or reversion, reserving the usual and accustomed rents and services or more, and with other usual

As to another term, to be upon trust to raise portions for three daughters of the father;

with survivorship. If all die, to sink in the land and the term to cease.

A leasing power to be inserted, as to part, to father, mother and son respectively.

As to part, to husband and wife respectively.

And another power to the person in possession to lease.

And power to trustees to lease, in case of minority of the heir.

An agreement that the mother's interest, &c. in the premises may be exchanged for another settlement within twelve months after her husband's death.

And an agreement explaining and limiting a power to the father to cut down timber for a particular use.

And a power to the son to make jointure on future wife.

The father covenants to get the intended wife's life inserted in leases agreed to be limited to her,

restrictions. And also the like powers for the said *Charles Austin* during his life, and after his decease for the said *Elizabeth* his intended wife during her life, to make the like leases of the seven messuages or tenements in *Keinton*, being now in like manner leased out. And also a power for all parties, when in possession of the premises or any part thereof, to lease the same, for any term or number of years not exceeding twenty-one years in possession, at the improved rent, and with other usual restrictions. And in such settlement shall be lodged and vested in trustees to be for that purpose named the like powers of leasing for lives, or years determinable upon lives, or for twenty-one years, in case the issue male or female of the said *Charles Austin*, who shall for the time being be intitled to the premises or any part thereof by virtue of the limitations aforesaid, shall be under age at the time of his death, during the minority of such issue male or female. And in such intended settlement shall be contained a proviso and agreement to this effect, that if the said *Charles Austin* shall within the space of twelve calendar months next after the decease of the said *Sir Benjamin Austin*, or in case the said dame *Anne Austin* shall him survive, secure to the good-liking of the said dame *Anne Austin* one annuity or yearly sum of 400 l. during the life of the said dame *Anne*, to commence from the death of the said *Sir Benjamin Austin*, in lieu of such her power of leasing, and all other her interest in the said three manors; then and in such case such her power of leasing, and other her interest in the same manors, shall cease and be void; and then and from thenceforth the said *Charles Austin* shall have the like interest and power of leasing for his own benefit; and also all such profit and advantage as the said dame *Anne* shall make by virtue of such her interest and power, at any time during the said twelve months, from the death of the said *Sir Benjamin Austin*. And also it is agreed, that in such settlement shall be contained a liberty or power for the said *Sir Benjamin Austin* at any time during his life to cut down so much timber upon *Guntun farm* aforesaid, as he shall have occasion to use for building or repairs at *Arnton*, but not for sale or otherwise. And also it is agreed, that in such settlement to be made as aforesaid shall be contained a proviso or power for the said *Charles Austin*, in case he shall survive the said *Elizabeth Greg*, to make a jointure, to any other woman or women whom he shall hereafter happen to marry, of any part or parts of the premises to be limited to the said *Elizabeth* for her life as aforesaid, not exceeding in the whole the yearly value of 500 l. And the said *Sir Benjamin Austin* for the consideration aforesaid doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Francis Ford* and *George Greg*, their executors and administrators, in manner following; that is to say, that he the said *Sir Benjamin Austin*, his heirs, executors or administrators, at his and their own costs and charges, shall and will, within the space of six months next after the solemnization of the said intended marriage,

riage, cause and procure the life of the said *Elizabeth Greg* to be inserted in the several leases of *Hilton* farm and *Hilton* folds, being part of the estate in *Keinton* aforesaid, herein before intended and agreed to be limited to her as part of her jointure; and also shall and will from time to time during his life renew the lease of *Venn* mills, upon the death of any person or persons on whose life or lives the same doth or shall depend, and leave the same full at the time of his death. And that the said freehold and leasehold messuages, farms, lands, tenements and hereditaments herein before intended and agreed to be limited to the use of or in trust for the said *Elizabeth Greg*, for her jointure as aforesaid, besides the said yearly rent or sum of 120*l.* made payable to her for her life as aforesaid, are now of the yearly rent or value of 1200*l.* And the said *Charles Austin* doth hereby covenant and agree with the said *Francis Ford* and *George Greg*, their executors and administrators, that he the said *Charles Austin* shall and will, from time to time during his life, at his own costs and charges, renew the said leases of *Hilton* farm and *Hilton* folds, on the death of any person or persons on whose life or lives the same doth or shall depend, and leave the same full at the time of his death; and also shall and will at the end of every seven years at his own charges renew the said lease of *Railton*, and leave the same renewed and filled up at the time of his death; after whose death, in case the said *Elizabeth* his intended wife shall him survive, the same is to be from time to time renewed by her at her own charge during her life. And it is hereby declared and agreed, that all and every new leases hereafter to be taken of such parts of the premises as are leasehold, shall from time to time remain, continue and be, to and for, and upon the several trusts herein before declared, of and concerning the same premises respectively. And for the better and more effectual establishing, strengthening and confirming of these presents, and of the several uses and estates herein before mentioned or intended to be limited, of or concerning the freehold premises above, by these presents agreed to be settled and conveyed as aforesaid, they the said Sir *Benjamin Austin*, dame *Anne* his wife, and *Charles Austin*, have agreed, and do hereby agree to levy one fine *sur conusance de droit come ceo*, &c. with proclamations according to the usual course of fines in such cases used, as of *Trinity* term last past before the date hereof, unto the said *Francis Ford* and *George Greg*, and the heirs of the said *Francis Ford*; to the use of them and their heirs, of all the said manors, messuages, farms, lands, tenements, hereditaments and premises (being freehold) herein before agreed to be settled and conveyed as aforesaid. And whereas by force and virtue of one indenture quinquepartite, bearing date the eleventh day of *August* last past before the date hereof, and made or mentioned to be made between *James Janson*, esq; *Kenelm Jackson* esq; and *Luna* his wife, and the said Sir *Benjamin Austin* and dame *Anne* his wife, of the first part, *Matthew Man* esq; and *Nathaniel Denton* esq; of the second part, *Owen Opton* esq; and

And to renew another lease;

and that the jointure lands are of a certain value.

The husband also covenants to renew leases.

The new leases to be upon the same trusts.

The father, mother, and husband to levy a fine to the trustees, &c.

Recital of an indenture and three fines, by virtue of which a moiety of another manor is subject to the mother's appointment;

liable to some incumbrances.

A mortgage for years of that moiety recited.

Covenant that the father and mother will settle that moiety,

and *Peter Purton* gent. of the third part, *Daniel Denton* esq; and *Ezra Elton* esq; of the fourth part, and *Sir Richard Rolt* baronet, *Simon Simms* esq; and *Titus Temple* esq; of the fifth part, and three several fines therein mentioned, one moiety or half-part of the manor or reputed manor of *Hayne*, with the rights, members and appurtenances thereof, in the said county of *Bucks*, and of all other the messuages, lands, tenements and hereditaments in the said county of *Bucks*, and in the county of *Berks* in the same indenture mentioned, is vested in the said *Daniel Denton* and *Ezra Elton* and their heirs, upon trust, and to and for such uses, estates, trusts, intents and purposes, and to and for such person and persons, and in such manner as the said dame *Anne Austin* alone, or together with her husband, by any deed or deeds, writing or writings, to be by her signed and sealed in the presence of three or more credible witnesses, should from time to time declare, direct, limit or appoint, for or concerning the same moiety. And whereas by virtue of the same indenture, and fines or otherwise, the same moiety, together with the other moiety of the same premisses, are chargeable with and subject to the payment of the several sums following, viz. 800*l.* to the said *Luna Jackson*, 60*l.* to the said dame *Anne Austin* (which 60*l.* hath been since paid and discharged) and 700*l.* to *Jane Jackson*, therein named, together with one annuity or rent-charge of 30*l.* per annum to *William Wemm* therein also named, during his life. And whereas by indenture tripartite, bearing date the twenty-fifth day of *May* last past before the date hereof, and made or mentioned to be made between the said *Daniel Denton* and *Ezra Elton*, and the said dame *Anne Austin*, of the first part, the afore-said *Humphry Herne* of the second part, and the said *Sir Benjamin Austin* of the third part, reciting as therein is recited, and for the considerations therein mentioned, the said moiety or half-part of the said dame *Anne Austin*, of and in the said last mentioned manor, messuages, lands, tenements and hereditaments, is granted and demised to the said *Humphry Herne*, his executors, administrators and assigns, for the term of one thousand years, without impeachment of waste, under a proviso to be void upon payment to the said *Humphry Herne*, his executors, administrators and assigns, of the sum of 800*l.* and lawful interest for the same, at certain days therein mentioned and yet to come: now this indenture farther witnesseth, that in consideration of the said intended marriage and marriage-portion, they the said *Sir Benjamin Austin* and dame *Anne* his wife do hereby covenant and agree with the said *Francis Ford* and *George Greg*, their executors and administrators, that they the said *Sir Benjamin Austin* and dame *Anne* his wife, and the said trustees of the said dame *Anne*, shall and will before the first day of *September* next ensuing the date hereof, at the costs and charges of the said *Sir Benjamin Austin*, by such good and sufficient conveyances and assurances in the law, as the counsel of the said *Francis Ford* and *George Greg*, or the survivor of them, or the executors or administrators of such

such survivor shall advise or direct, settle, convey and assure the said last mentioned moiety of the said manor, messuages, lands, tenements and hereditaments in the said counties of *Bucks* and *Berks*, subject to the said mortgage for 800*l.* and interest, and other the charges thereon as aforesaid, to such uses, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared, of and concerning the same; that is to say, to the use of the said Sir *Benjamin Austin*, for and during the term of his natural life, without impeachment of waste; and from and after his decease, then to the use of the said dame *Anne Austin* his wife, for and during the term of her natural life, without impeachment of waste; and from and after her decease, then to the use of the said *Charles Austin*, for and during the term of his natural life, without impeachment of waste, with provision in such settlement to be contained for supporting the contingent uses and estates herein after limited as in such case is usual; and from and after his decease, then to the use of the first son of the said *Charles Austin* on the body of the said *Elizabeth* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use of the second, third, fourth and fifth, and of all and every other the son and sons of the said *Charles Austin* on the body of the said *Elizabeth* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body issuing always to be preferred and to take before the younger of such son and sons and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use of trustees (to be for that purpose named by the said dame *Anne*) their heirs and assigns for ever, in trust to convey and dispose of the same, and every or any part thereof, to and for such uses, estates, trusts, intents and purposes, and to and for such person and persons, and in such manner, as she the said dame *Anne Austin* alone or together with her husband, and whether she shall be married or sole, and notwithstanding her coverture, by any deed or deeds, writing or writings, to be by her signed and sealed in the presence of three or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will, to be by her signed, sealed and published in the presence of the like number of witnesses, shall from time to time declare, direct, limit, express, name, devise or appoint, for or concerning the same moiety or half-part, or any part or parts thereof: and in default of such declaration, limitation, expression, nomination, devise or appointment of her the said dame *Anne Austin* concerning the same, then in trust for the right heirs of her the said dame *Anne Austin* for ever. In which said intended settlement of the said last mentioned moiety of the said manor, messuages,

subject to the mortgage and other charges;

to the use of the father for life, *sans* waste;

remainder to the mother, in like manner;

remainder to the husband in like manner;

remainder to the sons of this marriage successively in tail male;

Remainder to trustees in fee, in trust to convey as the mother shall appoint;

and in default of appointment, in trust for her right heirs;

and a power to
her to charge

with the pay-
ment of a li-
mited sum to
persons and uses
by her to be ap-
pointed;

and a power to
father, mother,
and husband, or
survivor, to re-
voke uses in
order to a par-
tition,

and appoint new
uses.

And the lands,
&c. allotted in
lieu of the
moiety, to be
settled to the
above uses of
the moiety;

except the power
of revocation.

The executor of
the wife's father
covenants to pay
the portion to
the father of
the husband.

messuages, lands, tenements and hereditaments in the said counties of *Bucks* and *Berks*, shall be contained a proviso or power for the said dame *Anne Austin* at any time or times during her life, notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand and seal, attested by three or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will, to be by her signed, sealed and published in the presence of the like number of witnesses, to charge the same or any part thereof, or the said term of one thousand years therein (subject to the payment of the said sum of 800 *l.* and interest to the said *Humphry Herne* as aforesaid) with the payment of any sum or sums of money not exceeding in the whole the sum of 2000 *l.* to be raised, levied and paid at such time or times, and in such manner, and to such person or persons, and in such parts, shares and proportions, and for such uses and purposes, as the said dame *Anne Austin*, notwithstanding her coverture, shall by the same writing or will, or by any other writing or writings under her hand and seal, and attested as aforesaid, limit, direct, declare or appoint, with or without power of revocation. And also in such settlement shall be contained a proviso or power for the said Sir *Benjamin Austin*, dame *Anne* his wife, and *Charles Austin*, at any time or times hereafter during their lives, or the lives or life of the survivors or survivor of them, in order only to a partition or division of the said manor, messuages, lands, tenements, hereditaments and premises in the said counties of *Bucks* and *Berks*, or any of them, or any part thereof, to revoke and make void all and every or any the uses, trusts and estates herein before mentioned, expressed or declared, of or concerning the said last mentioned moiety of the said manor and premises, or such part thereof concerning which such partition or division shall be made as aforesaid; and to limit, declare and appoint such new or other use or uses, estate or estates as shall be thought requisite in order to such partition or division: so always that the messuages, lands, tenements and hereditaments which shall upon such partition or division be allotted for and in lieu of the same moiety of the premises, or any part thereof, be thereupon settled to and for the same uses, intents and purposes, and upon the same trusts, and under and subject to the same provisos and agreements as are herein before mentioned concerning the said moiety of the premises hereby intended and agreed to be settled (except the said power for revoking and declaring new uses). And the said *Francis Ford*, in consideration of the said intended marriage, and of the covenants and agreements herein before contained for making such settlements as aforesaid, doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said Sir *Benjamin Austin*, his executors and administrators, that he the said *Francis Ford*, his heirs, executors or administrators, shall and will, upon the making, finishing and perfecting of such settlements as aforesaid, well and truly pay, or

cause

cause to be paid, unto the said Sir Benjamin Austin, his executors or administrators, the aforesaid sum of 10000*l.* in full of the marriage-portion of the said Elizabeth Greg, and of all such part, share and interest, as she the said Elizabeth Greg can or may have or claim, by, from or out of the estate of the said Daniel Greg her late father deceased, together with lawful interest for the said sum of 10000*l.* from and after the solemnization of the said intended marriage, and till payment thereof. And lastly, it is hereby declared and agreed, by and between all the said parties to these presents, that whatever sum or sums of money the said Francis Ford shall at any time or times hereafter by the order or direction of the said Sir Benjamin Austin pay or advance, for or towards discharging of all or any the mortgages or incumbrances upon the said Sir Benjamin Austin's estate in the said county of Bucks, so to be settled as aforesaid, shall be accepted and taken as and in part of payment of the aforesaid sum of 10000*l.* In witness, &c.

The parties agree that monies paid by the executor in discharge of incumbrances shall be allowed as part of the portion.

Articles before marriage, whereby the intended husband and wife agree that two bonds (which are her portion) be and are assigned to trustees: the money to be laid out in lands, to be settled (as abstracted in the margin) with several powers for renewing the trust, indemnifying the trustees, and making appointments. No. 4.

THIS indenture tripartite, made the seventeenth day of July anno Domini 1734, and in the eight year of the reign, &c. between Abel Adams of London esq; of the first part, Bethia Bell of, &c. widow, of the second part, and Charles Crew of London esq; and Daniel Dudley of London merchant (brother of the said Bethia Bell) of the third part. Whereas Edmund Eaton of London esq; became bound and obliged unto the said Bethia Bell, by the name of Bethia Bell widow, and relict of Francis Bell late of, &c. esq; deceased, in one bond or obligation bearing date on or about the thirteenth day of April in the year of our Lord 1731, of the penalty of 16000*l.* with condition there-underwritten, for making void the said bond on the said Edmund Eaton, his heirs, executors or administrators paying unto the said Bethia Bell, her executors, administrators or assigns, the principal sum of 8000*l.* of lawful money of Great Britain, at a day therein for that purpose limited and appointed, and since past, with interest for the same in the mean time at the rate of 5*l.* per cent. per annum, as by the said recited bond and condition there-underwritten, relation being thereunto had, may appear. And whereas 4300 hath been paid in part of the said 8000*l.* so that there now remains due to her the said Bethia Bell on the said bond the principal

A bond to the intended wife recited;

and that part is paid.

cipal sum of 3700*l.* only, and no more, which now carries interest at the rate of 4*l.* per cent. per annum from Lady-day now last past (to which time all interest for the said 3700*l.* hath been paid) as by several receipts and memorandums under the hand of the said *Bethia Bell*, indorsed on the back of the said bond, doth appear. And whereas *George Gower* of London aforesaid merchant, and the said *Daniel Dudley*, stand bound and obliged unto the said *Bethia Bell* in one bond or obligation bearing date on or about the third day of *May* in the year of our Lord 1733, of the penalty of 9000*l.* with condition there-under-written for making void the same bond, on the said *George Gower* and *Daniel Dudley*, or either of them, their or either of their heirs, executors or administrators paying unto the said *Bethia Bell*, her executors, administrators or assigns, of the principal sum of 4500*l.* of like money, on the thirtieth day of *September* which will be in the year of our Lord 1736, with interest for the same in the mean time, at the rate of 4*l.* 10*s.* per cent. as by the said last recited bond and condition there-under-written, relation being thereunto had, may appear; and whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Abel Adams* and the said *Bethia Bell*; and whereas in prospect and consideration of the said intended marriage it hath been agreed by and between the said *Abel Adams* and *Bethia Bell*, that the portion or fortune in money of her the said *Bethia Bell*, which consists of the said two several principal sums of 3700*l.* and 4500*l.* so secured, and due and owing to her by and upon the said two several bonds as aforesaid (making together the sum of 8200*l.* principal money) and the said recited bonds for the same should, previous to the said intended marriage, be assigned and transferred unto the said *Charles Crew* and *Daniel Dudley*, or one of them, their or one of their executors, administrators and assigns, upon the trusts, and for the intents and purposes herein after mentioned, expressed and declared, of and concerning the same: now this indenture witnesseth, that in consideration of the said intended marriage, and in pursuance of the said recited agreement. and for and in consideration of the sum of 10*s.* of like lawful money, to the said *Bethia Bell* in hand paid by the said *Charles Crew* and *Daniel Dudley*, at or before the execution of these presents, the receipt whereof is hereby acknowledged, she the said *Bethia Bell*, by and with the privity, consent and approbation of the said *Abel Adams* her intended husband (testified by his being a party to, and his sealing and delivery of these presents) hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said *Charles Crew* and *Daniel Dudley*, their executors, administrators and assigns, the said recited bond or obligation from the said *Edmund Eaton* to the said *Bethia Bell*, and the said principal sum of 3700*l.* now thereupon due and owing as aforesaid, and the interest thereof, from Lady-day now last past, at the rate of 4*l.* per cent. per annum, and all sum and sums of money now due, owing or recoverable

Another bond to her recited;

payable at a day yet to come.

And that a marriage is intended.

And that her portion consists of the monies so secured.

And that it is agreed that the bonds, &c. shall be assigned upon trusts after-mentioned.

The assignment of the first bond to two trustees, with privity of the intended husband.

coverable upon or by virtue of the same bond, either for principal money or interest, and all the benefit and advantage thereof; to have, hold, receive, perceive, take and enjoy the said last mentioned bond or obligation, and the said principal sum of 3700*l.* and interest thereupon due or thereby secured, and all other the said herein before assigned premises, and all the benefit and advantage thereof, unto and to the use of them the said *Charles Grew* and *Daniel Dudley*, their executors, administrators and assigns, together with full power, licence and authority to ask, demand, sue for, recover, receive and give receipts and discharges for the same principal monies and interest, every or any part thereof; upon the trusts nevertheless, and to and for the intents and purposes herein after mentioned, expressed and declared, of and concerning the same. And this indenture farther witnesseth, that in consideration of the said intended marriage, and in farther pursuance of the said recited agreement, and for and in consideration of the farther sum of 10*s.* of like money, to the said *Bethia Bell* in hand paid by the said *Charles Grew*, at or before the execution of these presents, the receipt whereof is hereby acknowledged, she the said *Bethia Bell*, by and with the like privy and consent, and approbation of the said *Abel Adams* her intended husband (testified as aforesaid) hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said *Charles Grew*, his executors, administrators and assigns, the said recited bond or obligation from the said *George Gower* and *Daniel Dudley* to the said *Bethia Bell*, for the said principal sum of 4500*l.* and interest for the same at the rate of 4*l.* 10*s.* per cent. per annum as aforesaid, and all sum and sums of money due, owing or recoverable upon or by virtue of the same bond, either for principal money or interest, and all the benefit and advantage thereof; to have, hold, receive, perceive, take and enjoy the said last mentioned bond or obligation, and the said principal sum of 4500*l.* and interest thereupon due or thereby secured, and all other the said last herein before assigned premises, and all the benefit and advantage thereof, unto the said *Charles Grew*, his executors, administrators and assigns; together with full power, licence and authority to ask, demand, sue for, recover, receive, and give receipts and discharges for the same principal monies and interest, every or any part thereof; upon the trusts nevertheless, and to and for the intents and purposes herein after-mentioned, expressed and declared, of and concerning the same. And in consideration of the said intended marriage, and for making some provision and settlement upon and for the said *Abel Adams* and the said *Bethia* his intended wife, and the children and issue between them to be begotten, in manner herein after in that behalf mentioned, and for other the purposes herein after expressed, it is hereby declared and agreed, by and between all the said parties to these presents, that the said two several recited bonds, and the said two several principal sums of 3700*l.* and 4500*l.* (making together the sum of

Authority to sue.

The assignment of the second bond to one trustee, with the like privy.

Authority to sue.

Agreement as to the trust,

8200 *l.* principal money) and the interest thereof, and other the premises herein before assigned to the said *Charles Crew* and *Daniel Dudley*, their executors, administrators and assigns, and to the said *Charles Crew*, his executors, administrators and assigns respectively as aforesaid, are and were so to them respectively assigned, upon the trusts, and to and for the intents and purposes, and under and subject to the agreements herein after mentioned, expressed and declared, of and concerning the same; that is to say,

for the wife till marriage. in trust for the said *Bethia Bell*, her executors and administrators, until the solemnization of the said intended marriage. And from and after the solemnization thereof, then as to all the interest now due upon the said recited bonds, or either of them, in trust for

Then the money to be got in, the said *Abel Adams* and *Bethia* his intended wife. And as to the said two several principal sums of 3700 *l.* and 4500 *l.* due and owing upon, or secured by the same bonds respectively (making together the said principal sum of 8200 *l.* as aforesaid) upon trust that they the said *Charles Crew* and *Daniel Dudley* respectively, or their respective executors or administrators, or such others on whom the trusts hereby created shall or may devolve, by virtue of these presents, and the proviso herein after in that behalf contained, shall and do, as soon as conveniently may be after the solemnization of the said intended marriage, receive and take in the

and invested in a purchase of freehold or copyhold of inheritance in England, said whole principal sum of 8200 *l.* And shall and do with all convenient speed then afterwards (and as a convenient purchase or purchases shall offer) lay out and invest the same 8200 *l.* and every part thereof (with the consent and approbation of the said *Abel Adams* and *Bethia* his intended wife, or the survivor of them, or the executors or administrators of such survivor) in a purchase or purchases of freehold or copyhold messuages, lands or hereditaments of inheritance in possession, and free from incumbrances, in some convenient place or places within that part of

To be settled Great Britain called England, and thereupon settle, convey and assure, or cause and procure to be settled, conveyed and assured, all such messuages, lands or hereditaments so to be purchased as aforesaid, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the several powers, provisos, limitations and agreements herein after mentioned, expressed and declared, or directed of and concerning the same, or as near thereto as may be, and the nature of the estates so to be purchased and settled, and other contingencies, will admit of; that is to say,

to the use of husband and wife, and survivor for life, *sans waste*. to the use and behoof of the said *Abel Adams* and *Bethia* his intended wife, and the survivor of them, for and during the term of their natural lives, and the life of the survivor or longer liver of them, without impeachment of or for any manner of waste. And from and after the determination of that estate, to the use of trustees (to be for that purpose named) and their heirs, during the lives of the said *Abel Adams* and *Bethia* his intended wife, and the life of the survivor or longer liver of them, in trust to support and preserve the contingent uses and estates herein after mentioned and directed to be limited, from being defeated or destroyed;

stroyed; and for that purpose to make entries or bring actions, as the case shall require: but nevertheless to permit and suffer the said *Abel Adams* and *Bethia* his intended wife, and the survivor of them, during their natural lives, and the life of the survivor or longer liver of them, to receive and take the rents and profits thereof, and of every part thereof, to and for his, her, and their own use and benefit. And from and after the decease of the survivor of them the said *Abel Adams* and *Bethia* his intended wife, then to the use and behoof of all and every, or such one or more of the children of the said *Abel Adams* on the body of the said *Bethia* his intended wife to be begotten, and for such estate and estates, and in such parts and proportions, manner and form, with or without power of revocation, as they the said *Abel Adams* and *Bethia* his intended wife shall at any time or times, during their joint-lives, by any deed or deeds, or writing or writings under both their hands and seals, attested by two or more credible witnesses, direct, limit or appoint. And in default of such direction, limitation and appointment; or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine, and as to such part or parts of the premises whereof no such direction, limitation or appointment shall be made; then as the survivor of them the said *Abel Adams* and *Bethia* his intended wife shall at any time or times during his or her life, by any deed or deeds, or writing or writings under his or her hand and seal, attested by three or more credible witnesses, or by his or her last will and testament in writing, to be by him or her signed, sealed and published, in the presence of the like number of witnesses, direct, limit, give or appoint the same. And in default of all such direction, limitation, gift and appointment as aforesaid, or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine; and as to such part or parts of the premises whereof no such direction, limitation, gift or appointment as aforesaid shall be made, to the use and behoof of all and every the child and children of the said *Abel Adams* on the body of the said *Bethia* his intended wife to be begotten, to be equally divided between them (if more than one) share and share alike, to take as tenants in common, and not as joint-tenants, and of the several and respective heirs of the body and bodies of all and every such child or children lawfully issuing. And in case one or more of such children shall happen to die without issue of his, her or their body or bodies, then as to the share or shares of him, her or them, so dying without issue, to the use and behoof of the survivors or survivor, or others or other of them, to be equally divided between them (if more than one) share and share alike, to take as tenants in common, and not as joint-tenants, and of the several and respective heirs of the body and bodies of such survivors or survivor, or others or other of them lawfully issuing. And in case all such children but one shall happen to die without issue of their bodies, or in case there shall be but one such child, then to

Remainder to such children of the husband on the body of the wife,

as they shall appoint.

In default of such appointment, &c.

then to go as the survivor shall appoint.

In default of such appointment,

among the children equally,

as tenants in common in tail;

with cross remainders.

In default of such issue, to the survivor of husband and wife.

A power to make leases to be inserted;

with restrictions:

Improved rent,

without fine;

not to be *sans* waste;

and other usual restrictions.

Lessees to execute counterparts.

A power to the wife to charge with a certain sum,

for persons and heirs,

by her to be appointed.

the use and behoof of such surviving or only child, and of the heirs of his or her body lawfully issuing. And for default of all such issue, then to the use and behoof of the right heirs of the survivor of them the said *Abel Adams* and *Bethia* his intended wife for ever. In which settlement or settlements to be made as aforesaid, shall be inserted and contained a proviso or power for the said *Abel Adams* from time to time during his natural life, and from and after his decease for the said *Bethia* his intended wife (in case she survive him) from time to time during her natural life, by indenture under their respective hands and seals, to make and grant leases of the messuages, lands or hereditaments so to be purchased and settled as aforesaid, or any part thereof, unto any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy, so as the most and best improved yearly rent or rents that can reasonably be had or obtained for the same be thereupon respectively reserved and made payable during the continuance thereof respectively, without taking any sum or sums of money or other thing by way of fine or income, for or in respect of such lease or leases; and so as none of the said leases be made dispunishable of waste by any express words therein to be contained; and that all such leases be made under such restrictions and limitations as in such cases are usual; and that the lessee and lessees, to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases. Provided always nevertheless, and it is hereby declared and agreed, by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that it shall and may be lawful to and for the said *Bethia Bell*, at any time or times during her natural life, notwithstanding her said intended coverture, and whether she shall be sole or married, by any deed or deeds, writing or writings under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, sealed and published, in the presence of three or more credible witnesses, to charge and subject either the said 8200*l.* trusts-monies and premisses, and the securities on which the same shall or may for the time being be due or owing, or a competent part thereof, in case the said trusts-monies be not then laid out and invested in such purchase or purchases as aforesaid; or in case the same be then so laid out and invested, then the messuages, lands or hereditaments therewith purchased, or a competent part thereof, with and to the raising and payment thereof of any sum or sums of money, not exceeding in the whole the sum of 1500*l.* of lawful money of *Great Britain*, unto or for the benefit of such person or persons, and for such uses and purposes, and at such time or times, and in such parts and proportions, manner and form, as she the said *Bethia Bell*, by the same deed or deeds, or writing or writings, or last will and testament, or writing purporting her last will and testament, or by any

any other deed or deeds, or writing or writings under her hand and seal, attested as aforesaid, shall direct, limit, give or appoint the same. And for the better and more speedy and effectual securing the raising and payment thereof accordingly, to limit and appoint the messuages, lands or hereditaments purchased, or to be purchased, with the said trust-monies, or a competent part thereof (if occasion shall require, and that she the said *Bethia Bell* shall so think fit) unto any trustee or trustees for any term or number of years, redeemable and to be void on payment of the monies to be so charged, together with legal interest for the same, from the time of such charge until the same monies shall be actually paid accordingly. And it is hereby declared and agreed, by and between all the said parties to these presents, that in such settlement or settlements to be made as aforesaid shall be inserted and contained a proviso or power to the effect of the said proviso or power herein before contained, whereby to enable and empower her the said *Bethia Bell* to charge and appoint to be raised in manner aforesaid such sum or sums of money as she is herein before impowered to charge, or so much thereof as shall not have been charged and paid before the making of such settlement or settlements as aforesaid. And it is hereby farther declared and agreed, by and between all the said parties to these presents, that in the mean time and until the said 8200*l.* trust-monies shall be laid out and invested in such purchase or purchases of messuages, lands or hereditaments to be settled as aforesaid, it shall and may be lawful to and for the said *Charles Crew* and *Daniel Dudley*, and the survivor of them, and such others on whom the trusts hereby created shall or may devolve by virtue of these presents, from time to time, with the consent and approbation of the said *Abel Adams* and *Bethia* his intended wife, or the survivor of them, or the executors or administrators of such survivor, to lend and place out the same monies or any part thereof upon publick or private security or securities at interest, or upon any mortgage or mortgages, or deposits of or upon stocks in the Bank of *England*, *South-sea* company or *East-India* company, or of or upon *South-sea* annuities, or other parliamentary annuities or funds; or to lay out and invest the same monies or any part thereof in the purchase of *South-sea* or *East-India* bonds, upon the trusts aforesaid, and from time to time with such consent and approbation as aforesaid to call and receive in the monies so to be lent or placed out, or any part thereof; or to sell and dispose of the bonds so to be purchased, or any part thereof, and again to lend and place out or invest the monies so to be called or received in, or to arise and be received upon such sale or sales, or any part thereof, in manner and upon the trusts aforesaid, as often as there shall be occasion, and that they the same trustees shall think fit, with such consent and approbation as aforesaid. And it is hereby farther declared and agreed, by and between all the said parties to these presents, that in the mean time from and after the solemnization of the said intended marriage, and until the said 8200*l.* trust-money shall be laid out

And to raise a term for the payment of it.

A like power to be inserted in the settlement.

In the mean time the trustees, with consent of husband and wife, or the survivor of them, may invest the money in security;

and may call in,

and again place out.

In the mean time the profits to go as those of the funds would.

Precedents in Conveyancing.

The purchases
to be binding,

without direc-
tion of any court
of equity.

Trustees charge-
able only each
for his own re-
ceipts;

and only for
wilful loss.

Trustees may
deduct expences.

In case of death
of trustees, &c.

Husband and
wife, and sur-
vivor, &c.

may appoint
others.

in a purchase or purchases of messuages, lands or hereditaments, to be settled as aforesaid, all the clear yearly interest and produce that shall be made of the same shall from time to time be paid to and received by such person or persons, as and to whom the rents and profits of the messuages, lands or hereditaments therewith to be purchased as aforesaid (if purchased and settled) would for the time being belong, by virtue of the limitations above-mentioned and directed. And farther, that all and every such purchase or purchases as shall be made with the said trust-monies or any part thereof by the trustees for the time being, for the same monies and premisses of any such messuages, lands or hereditaments to be settled as aforesaid, shall be binding and conclusive to the said *Abel Adams* and *Bethia* his intended wife, and their children and issue, and all other their representatives, to all intents and purposes, without the direction of, or any application to any court or courts of equity in that behalf, so as such purchase or purchases be made with such consent and approbation as aforesaid. And farther, that the said trustees for the time being, for the said trusts, monies and premisses, or any of them, their or any of their executors or administrators, shall not be charged or chargeable with, or accountable for any more monies than they respectively shall actually receive or shall come to their respective hands by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the said trusts, monies, or any part thereof, so as the same happen without their wilful default; nor any one of them for the other or others of them, or for the acts, deeds, receipts, disbursements, executors or administrators of the other or others of them, but each of them only for his own acts, deeds, receipts, disbursements, executors and administrators. And also that it shall and may be lawful to and for the said trustees for the time being, for the said trusts, monies and premisses, and each and every of them, their, and each and every of their executors and administrators, in the first place, by and out of the said trust-monies and premisses, to deduct and reimburse him and themselves respectively all such loss, costs, charges and expences, as he, they or any of them, shall or may respectively sustain, expend or be put unto, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. Provided farther, and it is hereby declared and agreed, by and between all the said parties to these presents, that in case both or either of them the said *Charles Crew* and *Daniel Dudley* shall happen to die, or be minded and desirous to quit and be discharged of and from the trusts hereby in them reposed as aforesaid, at any time or times before the same trusts shall be fully executed and performed, or otherwise determined, then and in such case, and when and so soon as the same shall happen, it shall and may be lawful to and for them the said *Abel Adams* and *Bethia* his intended wife, or the survivor of them, or the executors or administrators of such survivor, to elect, nominate and appoint some other fit and proper person or persons to be trustee

trustee or trustees for the purposes aforesaid, in the places and
steads, or place and stead of them the said *Charles Crew* and
Daniel Dudley, or such of them who shall so happen to die, or
be minded and desirous to quit and be discharged of and from the
aforesaid trusts; and so from time to time, when and so often
as during the subsistence of the aforesaid trusts, or any of them,
the like case shall happen. And it is hereby farther agreed, that
when and so soon as any person or persons shall be elected and
nominated, or appointed to be a trustee or trustees for the pur-
poses aforesaid, all and every the said trust-monies and premises
(or so much thereof as shall not have been laid out and invested in
the purchase or purchases of such messuages, lands or heredi-
taments as aforesaid, and the securities for the same, or the stocks
or funds on which the same shall be then lent) shall with all con-
venient speed be assigned and transferred so and in such manner
as that the same shall become legally and effectually vested in the
joint-names of the surviving or continuing trustee, if any such
there be, and of such person as shall be elected, nominated and
appointed to be a trustee as aforesaid; or in case there be no such
surviving or continuing trustee, then in the joint-names of such
persons as shall be elected, nominated and appointed to be trustees
as aforesaid. But nevertheless, upon and subject to the trusts
before-mentioned, or such of them as shall be then subsisting;
which person or persons so to be elected, nominated or appointed
to be trustee or trustees as aforesaid, shall and may from thence-
forth act in the management, carrying on and execution of the
aforesaid trusts, or such of them as shall be then subsisting, as
fully and effectually in all respects, and to all intents and purposes,
and with the like indemnification as he or they might have done,
in case he or they had been originally in and by these presents
nominated and appointed a trustee or trustees for the purposes
aforesaid, any thing herein before contained to the contrary not-
withstanding. In witness, &c.

The like if trust-
tee desires to be
discharged;

and so *roties*
quoties.

Assignment, &c.
to be made to
new trustee along
with the former;

or to new trust-
tees, if none sur-
viving of the for-
mer;

with like powers
and indemnifi-
cation.

*Articles previous to the marriage of a Captain in No. 5.
the East-India service with a citizen's daughter,
containing many dispositions as to the wife's por-
tion and husband's estate. See the margin.*

THIS indenture tripartite, made the nineteenth day of *April*
anno Domini 1721, and in the seventh year of the reign, &c.
between captain *Abraham Allen* of *Barking* mariner, commander
of the ship *Catherine*, of the first part, *Daniel Dorrell* of *London*
gent. and *Emma Dorrell* of *London* spinster, daughter of the said
Daniel Dorrell, of the second part, and *Francis Fane* of *London*
merchant, of the third part. Whereas a marriage is intended by
the permission of God to be shortly had and solemnized between
the said *Abraham Allen* and *Emma Dorrell*, with whom the said

Recital of the
intended mar-
riage and por-
tion;

and that the husband is soon to go to the East-Indies;

and that it is agreed to take with him as an adventure half the portion, insuring the same.

The father covenants with the husband and a trustee to pay the portion in East-India bonds;

half to the husband,

half to the trustee.

The husband covenants to insure the moiety,

Daniel Dorrell is to give a portion of 2000*l.* of lawful money of Great Britain, to be paid and disposed of in such manner and for such purposes as are herein after mentioned and declared, of and concerning the same; and whereas soon after the solemnization of the said intended marriage the said *Abraham Allen* intends to make a trading voyage to the *East-Indies*; and whereas for the better enabling him the said *Abraham Allen* to enlarge his adventure designed to be carried out in his said intended voyage, it hath been agreed between him and the said *Daniel Dorrell*, that he the said *Abraham Allen* shall have and take with him as an adventure the sum of 1000*l.* part of the said marriage-portion, so as before he undertake such voyage he insure the whole of the said 1000*l.* from and against all loss and casualties that shall or may happen or befall the same by sea or land before the said ship's return back into the river of *Thames*, to the end that the same 1000*l.* may upon his return to *England*, together with the other 1000*l.* (residue of the said marriage-portion) be laid out and disposed of in such manner and for such purposes as are herein after mentioned and declared, of and concerning the same: now this indenture witnesseth, that for and in consideration of the said intended marriage, and of the covenants and agreements herein after contained, on the part and behalf of the said *Abraham Allen*, his executors and administrators, to be done and performed, he the said *Daniel Dorrell* doth hereby for himself, his heirs, executors and administrators, covenant promise and agree, to and with the said *Abraham Allen* and *Francis Fane*, their executors and administrators, that he the said *Daniel Dorrell*, his executors or administrators, shall and will, upon or before the solemnization of the said intended marriage, pay the sum of 2000*l.* of lawful money of Great Britain in *East-India* bonds, as and for and in full of the marriage-portion of the said *Emma Dorrell* his daughter, in manner following; that is to say, 1000*l.* part thereof, unto the said *Abraham Allen* for the purposes herein before in that behalf mentioned; and 1000*l.* residue thereof, unto the said *Francis Fane*, his executors or administrators, to be applied and disposed of for the uses and purposes herein after mentioned and declared of and concerning the same. In consideration whereof, and of the said intended marriage, he the said *Abraham Allen* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Daniel Dorrell* and *Francis Fane*, their executors and administrators, in manner following; that is to say, that he the said *Abraham Allen* shall and will, before he undertake his said intended voyage, and to the good-liking and satisfaction of the said *Daniel Dorrell* and *Francis Fane*, or the survivor of them, or the executors or administrators of such survivor, insure, or cause to be insured, such sum or sums of money as will be sufficient effectually to secure, clear of all deductions, the said whole sum of 1000*l.* so to be to him paid as aforesaid, from and against all loss and casualties that shall or may happen to or befall the same during the voyage

voyage by sea or land, before the said ship *Catherine* return back into the river of *Thames*; and shall thereupon lodge and deposit the policy or policies of insurance for the same in the hands and custody of the said *Daniel Dorrell* and *Francis Fane*, or one of them. And also that he the said *Abraham Allen* forthwith, or so soon as conveniently may be after his first return to *England* from his said intended voyage, or in case of his death before such return, then his executors or administrators, within one year next after such his decease, shall and will pay, or cause to be paid unto them the said *Daniel Dorrell* and *Francis Fane*, or the survivor of them, or the executors or administrators of such survivor, the said last mentioned sum of 1000 *l.* to be by them or the survivor of them, or the executors or administrators of such survivor, together with the said other sum of 1000 *l.* (residue of the said marriage-portion of 2000 *l.*) laid out, applied and disposed of in such manner, and for such uses and purposes, as are herein after in that behalf mentioned and declared. And it is hereby declared and agreed, by and between all the said parties to these presents, that as soon as conveniently may be, after the said whole sum of 2000 *l.* shall be paid to and received by the said *Daniel Dorrell* and *Francis Fane*, or the survivor of them, or the executors or administrators of such survivor as aforesaid, the same shall be by them the said trustees, *Daniel Dorrell* and *Francis Fane*, or the survivor of them, or the executors or administrators of such survivor (with the good-liking and approbation of the said *Abraham Allen*) laid out and disposed of in the purchase of freehold messuages, lands, tenements or hereditaments of an estate of inheritance in fee-simple in possession, or for some long term or terms of years, or for lives, or years determinable on lives, or in the purchase of stock in the bank of *England*, *East-India* company, *South-sea* company, or other publick stock or fund; which said freehold or leasehold messuages, lands, tenements, hereditaments, or stock so to be purchased as aforesaid, shall (when purchased) be forthwith settled, conveyed, assigned and assured to the use of or in trust for them the said *Abraham Allen* and *Emma* his intended wife, and the survivor of them, and the heirs, executors, administrators and assigns respectively of such survivor. And it is hereby farther declared and agreed, by and between all the said parties to these presents, that all the interest, proceed and improvement that shall arise or be made of the said sum of 1000 *l.* to be paid by the said *Daniel Dorrell* to the said *Francis Fane* in *East-India* bonds as aforesaid, shall from and after the solemnization of the said intended marriage, and until the return of the said *Abraham Allen* from his said intended voyage into *England*, or his death, which shall first happen, be paid to and received by the said *Emma Dorrell* his intended wife, for and towards her maintenance and subsistence; and her receipt shall from time to time, notwithstanding her coverture, be a sufficient discharge to the said trustees for the same. And it is hereby farther declared and agreed, by and between all the said parties to

and deposit the policies with the father or trustee.

And for repayment of the money upon his return or death,

to be (with the other moiety)

invested by the trustees in the purchase of freehold, leasehold, or stock;

to be settled, &c. in trust for husband and wife, and the survivor.

The interest of a moiety during the husband's absence to be paid to the wife for her support.

After his return, the interest of that whole moiety to be paid to husband and wife, and the survivor.

If either die before the money is laid out, it shall be paid to the survivor.

Till purchase made, the money may be placed out upon securities, with approbation, &c.

Trustees not to be chargeable for loss, &c.

these presents, that from and after the return of the said *Abraham Allen* from his said intended voyage into *England*, or in case of his death before such return, which shall first happen, the whole interest, proceed and improvement from thenceforth to arise or be made of the said whole sum of 2000 *l.* until the same shall be laid out in such purchase or purchases in land or stock as aforesaid, shall be paid to and received by the said *Abraham Allen* and *Emma* his intended wife, and the survivor of them, and the executors or administrators of such survivor. Provided always, and it is hereby farther declared and agreed, by and between all the said parties to these presents, that in case the said *Abraham Allen* or the said *Emma* his intended wife shall happen to depart this life before the said whole sum of 2000 *l.* shall be laid out in such purchase or purchases as aforesaid, then the same or so much thereof as shall not be then laid out, shall not be laid out, but shall be paid to the survivor of them the said *Abraham Allen* and *Emma* his intended wife, his or her executors or administrators. And it is hereby farther declared and agreed, by and between all the said parties to these presents, that in the mean time, and until the said two several sums of 1000 *l.* and 1000 *l.* shall be laid out in such purchase or purchases in land or stock as aforesaid, it shall and may be lawful to and for the said *Daniel Dorrell* and *Francis Fane*, and the survivor of them, and the executors and administrators of such survivor, with the consent and approbation of the said *Abraham Allen* testified in writing under his hand, in case he be then in *England*, and in case of his absence then without his consent, to lend and place out the said sum of 1000 *l.* covenanted to be paid to the said *Francis Fane* in *East-India* bonds as aforesaid, in case the same shall be paid in; and after the return of the said *Abraham Allen* from his said intended voyage, or death, which shall first happen, and payment of the said 1000 *l.* (so to be insured as aforesaid) to the said trustees, then to lend and place out the said whole sum of 2000 *l.* or such part or parts thereof as shall from time to time be paid in or come to their hands, upon any publick or private security or securities, at interest, or to invest the same, or any part thereof, in any publick stocks or funds, subject to the trusts aforesaid, and with such approbation testified as aforesaid; and so from time to time to call in such monies so lent or placed out on securities as aforesaid, or sell and dispose of such stock or any part thereof as often as they shall think fit, with such approbation of the said *Abraham Allen* as aforesaid, or without it in case of his absence, and subject to the trusts before-mentioned. And it is hereby farther declared and agreed, by and between all the said parties to these presents, that the said *Daniel Dorrell* and *Francis Fane*, their executors or administrators, or any of them, shall not be charged or chargeable with, or accountable for more monies than they respectively shall actually receive, or hath or shall from time to time come to their respective hands, by virtue or in pursuance of the trusts aforesaid, nor with or for any loss which shall happen

happen of the said sum of 2000*l.* or any part thereof, so as the same happen without their wilful default; nor the one of them for the other of them, or for the acts, deeds, receipts or disbursements the one of the other, but each of them only for his own acts, deeds, receipts and disbursements. And also that it shall and may be lawful to and for the said *Daniel Dorrell* and *Francis Fane*, and the survivor of them, and the executors and administrators of such survivor, in the first place, by and out of the premises to deduct and reimburse themselves all such loss, costs, charges, damages and expences, as they or any of them shall be put unto or sustain, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wife relating thereunto. And the said *Abraham Allen*, in consideration of the said intended marriage and marriage-portion, doth hereby for himself, his heirs, executors and administrators, farther covenant, promise, grant and agree, to and with the said *Daniel Dorrell* and *Francis Fane*, their executors and administrators, that in case the said intended marriage shall take effect, and that he the said *Abraham Allen* shall happen to die in the life-time of her the said *Emma* his intended wife, then he the said *Abraham Allen* shall and will, by his last will and testament, or otherwise, at the time of his decease, give or leave unto her the said *Emma* his intended wife, her heirs, executors and administrators respectively, to and for their own respective use and benefit, all such lands, tenements, monies, goods, chattels, and other real and personal estate, as he the said *Abraham Allen*, or any person or persons in trust for him, shall be seised or possessed of, or any ways intituled to, at such the time of his decease (over and above so much thereof as will be sufficient to pay and satisfy all such just debts as he shall then justly owe, and his funeral charges and expences) any thing herein contained to the contrary notwithstanding. Provided always nevertheless, and it is hereby farther declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case the said *Abraham Allen* shall at any time hereafter during his natural life, with the advice and approbation of the counsel learned in the law of the said *Daniel Dorrell* and *Francis Fane*, or the survivor of them, or the executors or administrators of such survivor, settle, convey and assure freehold lands, substantial tenements or hereditaments of an estate of inheritance in fee-simple in possession, in some convenient place or places within that part of *Great Britain* called *England*, of a good title, and free from incumbrances, of the yearly value of 500*l.* over and above all charges, reprises and other deductions whatsoever (parliamentary taxes only excepted) to the use of them the said *Abraham Allen* and *Emma* his intended wife for their natural lives, and the life of the longer liver of them; and after the deceases of them the said *Abraham Allen* and *Emma* his intended wife, and the decease of the survivor of them, then to the use and behoof of the heirs of the body of the said *Emma*

nor one for the other.

They may deduct their charges.

The husband covenants (if his wife survives him) to leave her his whole estate.

Provided, that if he settles lands of inheritance of a certain value

to the use of himself and wife, and survivor for life, remainder to the heirs of her body by him, &c.

with a power for
him to charge
with a certain
sum (without
prejudice to her
estate for life)

for portions for
their younger
children,

and maintenance
and education,

with or without
power of revoca-
tion ;

Then the mar-
riage-portion, or
purchase made
therewith, to be-
long to the hus-
band, and he shall
not be obliged to
leave her all his
estate.

if the husband
survives her and
marries again,

Emma Dorrell by the said *Abraham Allen* her intended husband to be begotten ; and in default of such issue, to the use of such person or persons, and for such estate and estates, and in such manner and form as he the said *Abraham Allen* shall by deed or will give, direct or appoint the same, or any part thereof ; and for default of such gift, direction or appointment, then to the use of the right heirs of the said *Abraham Allen* for ever. With a proviso or power in such settlement to be contained, for the said *Abraham Allen* at any time during his life, by any writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing to be by him signed, sealed and published in the presence of three or more credible witnesses, to charge the same lands, tenements or hereditaments of 500 *l. per annum* so to be settled as aforesaid, or any of them, or any part thereof (without prejudice nevertheless to the estate for life of the said *Emma Dorrell* therein) with the payment of any sum or sums of money not exceeding in the whole the sum of 2000 *l.* of lawful money of *Great Britain*, for the portion or portions of all and every or any of the child or children of the body of the said *Abraham Allen* on the body of the said *Emma* his intended wife to be begotten (other than their eldest or only son for the time being) ; and likewise with the payment of any yearly sum or sums of money for the maintenance and education of the same child or children, not exceeding the interest of the said 2000 *l.* at the rate of 5 *l. per cent. per annum* ; the said portion or portions and maintenances of such child or children to be raised, levied, and paid at such time or times, and in such parts and proportions, manner and form, as he the said *Abraham Allen* shall by such his writing or writings, or last will and testament, attested as aforesaid, limit, direct, declare or appoint, with or without power of revocation ; then and in such case, and not otherwise, the said sum of 2000 *l.* marriage-portion of the said *Emma Dorrell*, and the freehold or leasehold messuages, lands, tenements or hereditaments, or stock therewith to be purchased as aforesaid, shall from thenceforth be, go and remain unto and for the sole and only proper use and behoof of him the said *Abraham Allen*, his heirs, executors and administrators respectively ; and then also and in such case, and not otherwise, the said *Abraham Allen*, his heirs, executors and administrators, and every of them, shall be from thenceforth for ever freed and discharged of and from his aforesaid covenant and agreement, for giving or leaving to her the said *Emma* his intended wife at his death any farther or other estate than such lands or hereditaments of 500 *l. per annum* to be settled as aforesaid, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby farther declared and agreed, by and between all the said parties hereunto, and it is the true intent and meaning of them and of these presents, that in case the said *Abraham Allen* shall happen to survive and over-live the said *Emma* his intended wife, and shall afterwards marry again, and there be then

then issue living of this present marriage; then and in such case one moiety or half-part of all such lands, tenements, monies, goods, chattels, and real and personal estate whatsoever, as the said *Abraham Allen* shall be seised or possessed of or intitled to at the time of such his second marriage, shall immediately thereupon, to the good-liking and satisfaction of them the said *Daniel Dorrell* and *Francis Fane*, or the survivor of them, or the executors or administrators of such survivor, be settled, conveyed and assured, to and for the use and benefit of, or in trust for all and every the child and children of the said *Emma Dorrell* by the said *Abraham Allen* her intended husband to be begotten which shall be living at the time of such second marriage of him the said *Abraham Allen* as aforesaid, and the survivors and survivor of such children, his, her and their heirs, executors and administrators for ever, any thing herein contained to the contrary notwithstanding. Provided also, and it is hereby farther declared and agreed, by and between all the said parties hereunto, and it is the true intent and meaning of them and of these presents, that in case the said *Emma Dorrell* shall happen to survive and over-live the said *Abraham Allen* her intended husband, and shall afterwards marry again, and there be then issue living of this present marriage; then and in such case such parts and shares as are herein after-mentioned, of all and every the lands, tenements, monies, goods, chattels, and real and personal estate whatsoever, which she the said *Emma Dorrell* shall be then intitled to or interested in by virtue of these presents, or the covenants and agreements aforesaid, shall to the good-liking and satisfaction of them the said *Daniel Dorrell* and *Francis Fane*, or the survivor of them, or the executors or administrators of such survivor, be settled, conveyed and assured to, or in trust for all and every the child and children of the said *Emma Dorrell* by the said *Abraham Allen* her husband to be begotten, which shall be living at the time of such second marriage of her the said *Emma Dorrell* as aforesaid, in the proportions following (that is to say); if but one such child, then one full third part thereof only to such only child; and if two or more such children, then one full moiety or half-part thereof to and amongst such two or more children, and the survivors and survivor of them, his, her and their heirs, executors and administrators for ever, any thing herein contained to the contrary notwithstanding. And lastly, it is hereby declared and agreed, by and between all the said parties to these presents, that the said sum of 2000*l.* herein before covenanted to be paid by the said *Daniel Dorrell*, as and for the marriage-portion of the said *Emma* his daughter, is in full discharge and satisfaction of and for all and every money-legacies given or bequeathed to or for the benefit of her the said *Emma Dorrell*, in and by the last will and testament of *Emma Dorrell* her late grandmother deceased, or which she can or may have or claim, by virtue of or under the said will. In witness, &c.

and there be issue of the present marriage, a moiety of his estate at the time of the second marriage shall be settled for the said children.

If she survives, and marries again, and there be such children,

then part of the settled estate is to go to them, in proportion to their number.

The portion to be in lieu of all her demands for legacies by her grandmother's will.

No. 6.

Articles before marriage, in which the husband covenants to settle manors, &c. of inheritance of a considerable value, and to make a jointure; and for payment of the jointure, and yearly value of the rent, in case of his death before settlement made: and the lady's father covenants to pay farther sums upon contingencies.

The intended
marriage recited.

The considera-
tion.

The husband
covenants

to settle manors,
&c. in fee,

of a certain year-
ly value.

THIS indenture tripartite, made the eleventh day of September anno Domini 1721, and in the eight year of the reign of our sovereign lord George, by the grace of God, king of Great Britain, &c. between Adam Alcock of, &c. esq; of the first part, Bazil Bolt of, &c. esq; and Charles Creech of, &c. esq; of the second part, and Charles Cofield of, &c. esq; and Hannah Cofield, daughter of the said Charles Cofield, of the third part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said Adam Alcock and the said Hannah Cofield: now this indenture witnesseth, that in consideration of the said intended marriage, and of the sum of 10000*l.* of lawful money of Great Britain, to be paid to the said Adam Alcock by the said Charles Cofield upon or before the solemnization of the said intended marriage, and of the farther sums of 3000*l.* and 3000*l.* of like money, herein after covenanted to be paid to the said Adam Alcock by the said Charles Cofield at the times herein after in that behalf mentioned (being in full for the marriage-portion of the said Hannah Cofield) he the said Adam Alcock doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said Charles Cofield and Bazil Bolt, their executors and administrators, that in case the said intended marriage shall take effect, he the said Adam Alcock, his heirs, executors or administrators, shall and will, within the space of two years next ensuing the date hereof, at his or their own proper costs and charges, by such good and sufficient conveyances and assurances in the law as the counsel of the said Charles Cofield, his executors or administrators shall advise or direct, settle, convey and assure manors, messuages, lands, tenements or hereditaments of an estate of inheritance in fee-simple in possession, in some convenient place or places within that part of Great Britain called England, free from incumbrances, of the clear yearly value of 2500*l.* over and above all reprises (parliamentary taxes only excepted) to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared, of and concerning the same, or as near as may be, so far as deaths of parties and other contingencies will admit, (that is to say) to the use and behoof of the said

Adam

Adam Alcock, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of trustees (to be for that purpose named) and their heirs, during the life of the said *Adam Alcock*, upon trust to support and preserve the contingent uses and estates herein after limited or mentioned from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require; but nevertheless to permit and suffer the said *Adam Alcock* and his assigns, during his natural life, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after the decease of the said *Adam Alcock*, then to the use, intent and purpose that the said *Hannah Cofield* his intended wife shall and may yearly and every year, during the term of her natural life, by and out of the said manors, messuages, lands, tenements or hereditaments so to be settled as aforesaid, have, receive and take, to and for her own use and benefit, one annuity, yearly rent or sum of 1000*l.* of lawful money of *Great Britain*, with proper remedies for the same by distress, entry and security by term of years to trustees, to be for that purpose named by the said *Charles Cofield*, his executors or administrators; the same annuity or yearly rent to be for the jointure of her the said *Hannah Cofield*, and in lieu, bar and satisfaction of her dower and thirds at common law, and to be paid and payable at the four most usual feasts or days of payment in the year (that is to say) the feasts of the nativity of *St. John* the Baptist, *St. Michael* the archangel, the birth of our Lord Christ, and the annunciation of the blessed Virgin *Mary*, by even and equal portions; the first payment thereof to begin and to be made at such of the said feasts or days of payment as shall first and next happen after the decease of the said *Adam Alcock*; which said annuity, yearly rent or sum of 1000*l.* is to be from time to time subject and liable to the payment of a rateable and proportionable part and share of all such taxes as shall from time to time be laid or imposed by parliament upon the premises so to be settled as aforesaid, and without any other deduction, defalcation or abatement for or in respect of any other matter or thing whatsoever; and from and after the decease of the said *Adam Alcock*, then as to, for and concerning all and singular the manors, messuages, lands or hereditaments so to be settled as aforesaid (charged and chargeable with the said annuity, yearly rent or sum of 1000*l.* and such remedies and security for the same as aforesaid) to the uses and upon the trusts following; that is to say, to the use of the first son of the body of the said *Adam Alcock* on the body of the said *Hannah* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use of the second, third, fourth, fifth, sixth, seventh, and of all and every other the son and sons of the body of the said *Adam Alcock* on the body of the said *Hannah* his intended wife to be begotten, severally,

To the use of himself for life sans waste; remainder to trustees, to support contingent uses;

remainder to the use that the wife may have a certain yearly rent

(and security by term of years to trustees) for her jointure in bar of dower,

subject to parliamentary taxes only,

remainder to the first and other sons of the marriage severally and successively in tail male;

Remainder to trustees for a long term of years, sans waste ;

remainder to the husband in fee.

The trusts of the term declared.

If no issue male, to raise portions for daughters,

in proportion to their number,

to be shared by their father's appointment.

severally, successively and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing ; the elder of such sons and the heirs male of his body always to be preferred and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing ; and for default of such issue, then to the use of trustees (to be for that purpose named by the said *Charles Cofield*, his executors or administrators) their executors, administrators and assigns, for the term of five hundred years, without impeachment of waste, upon such trusts as are herein after mentioned concerning the same term ; and from and after the end, expiration, or other sooner determination of the said term of five hundred years, then to the use and behoof of the said *Adam Alcock*, and of his heirs and assigns for ever. And as to, for and concerning the said term of five hundred years, it is hereby declared and agreed, by and between all the said parties to these presents, that the same is to be limited to such trustees, their executors, administrators and assigns as aforesaid, upon the trusts following ; that is to say, that in case there shall be no issue male of the bodies of the said *Adam Alcock* and *Hannah* his intended wife between them begotten, or being such, all of them shall happen to die without issue male of their bodies coming, and at the time of the failure of such issue male, or at any time after, there shall happen to be one or more daughter or daughters of the said *Adam Alcock* by the said *Hannah* his intended wife, then upon trust that the same trustees, their executors, administrators or assigns, shall and do, by leasing, selling or mortgaging the premises, in the same term to be comprized, or a competent part thereof, or by such other ways or means as they or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy, or borrow and take up at interest such sum and sums of money for the portion and portions, and maintenance of all and every such daughter and daughters, as are herein after expressed and declared ; that is to say, if but one such daughter, then the sum of 10000 *l.* of lawful money of *Great Britain*, for the portion of such only daughter, to be paid to her at her age of eighteen years or day of marriage, which shall first happen, if the said *Adam Alcock* be then dead ; but if he be then living, then at the end of three calendar months next after his decease : and if two such daughters and no more, then the sum of 16000 *l.* of like money for their portions : and if three or more such daughters, then the sum of 18000 *l.* of like money for their portions, to be paid, shared and divided amongst such two or three or more daughters, in such parts and proportions, manner and form, as he the said *Adam Alcock*, by any writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing, to be by him signed, sealed and published, in the presence of the like number of witnesses, shall direct,

direct, limit or appoint; and to be paid to them at their respective ages of eighteen years or days of marriage, which shall first happen, if the said *Adam Alcock* be then dead; but if he be then living, then at the end of three calendar months next after his decease. And in default of such direction, limitation and appointment, then the said respective sums of 16000 *l.* and 18000 *l.* as the case may happen, to be paid and to be equally divided amongst them, share and share alike, at the times aforesaid; and to survive if any of them die before their portions become payable, so as no one of them have above the sum of 10000 *l.* for her portion, or any two of them above the sum of 16000 *l.* between them: and if all of them die before their respective ages of eighteen years or marriage, then their respective portions to cease, and not be paid. And upon this farther trust, that the same trustees, their executors, administrators and assigns, shall and do, by and out of the rents and profits of the premises so to be settled as aforesaid, raise and levy, from and after the decease of the said *Adam Alcock*, such yearly sum and sums of money for the maintenance and education of such daughter or daughters in the mean time, and until their portions shall become payable respectively, as are herein after mentioned; that is to say, if but one such daughter, then the yearly sum of 300 *l.* until she attain her age of twelve years; and from and after such age, then the yearly sum of 400 *l.* until her portion become payable: and if two such daughters and no more, then the yearly sum of 200 *l.* a piece, until they respectively attain their respective ages of twelve years: and from and after such age, then the yearly sum of 300 *l.* a piece, until their respective portions shall become payable: and if three or more such daughters, then the yearly sum of 150 *l.* a piece, until they attain their respective ages of twelve years; and from and after such age, then the yearly sum of 200 *l.* a piece, until their respective portions become payable: so always nevertheless, that the whole maintenance of such daughters, if more than three, do not exceed 800 *l.* per annum; all which said several yearly sum and sums to be paid and payable by four equal quarterly payments. In which said settlement shall be contained proper and usual clauses for ceasing the said term of five hundred years, and other proper and usual clauses; and particularly a proviso for enabling the said *Adam Alcock*, at any time or times during his life, to demise or lease such part or parts of the messuages, lands, tenements or hereditaments to be settled as aforesaid, as shall at the time of making such settlement be in lease for life or lives, or years determinable upon life or lives, to any person or persons, for one, two or three life or lives, or for any term or number of years determinable on one, two or three life or lives in possession or reversion, so as there be not above three lives in being at any one time in any such leases, and so as the yearly rents and services reserved and made payable in and by the lease and leases in being at the time of such settlement, or more, be thereupon respectively reserved and made payable, during the continuance thereof respectively; and also to demise

And in default thereof, to be equally divided.

Benefit of survivorship; with restrictions as to the sum.

If all die, the portions to sink.

And to raise maintenances,

in proportion to their number, and ages;

with restriction as to the quantum.

Usual clauses to be inserted in the settlement, to determine the term, and to give a leasing power;

with proper restrictions.

The husband covenants that if he dies before the settlement made,

the annuity to the wife shall be paid ;

and the like sum to the person to be intitled to the rents when settled, as the lands are agreed to be worth, yearly.

The lady's father covenants to pay two additional sums upon contingencies.

mise and lease all or any of the messuages, lands, tenements or hereditaments to be settled as aforesaid, to any person or persons for any term or number of years not exceeding twenty-one years in possession, so as the most and best improved yearly rents be thereupon reserved and made payable during the continuance thereof respectively ; and so as none of the aforesaid leases be made dispunishable of waste by any express words therein, and all such leases be under such other restrictions as in such cases are usual. And the said *Adam Alcock* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Charles Cofield* and *Bazil Bolt*, their executors and administrators, in manner following ; that is to say, that in case the said intended marriage shall take effect, and the said *Adam Alcock* shall happen to depart this life before the settlement by him herein before covenanted to be made as aforesaid shall be made, then and in such case the heirs, executors or administrators of him the said *Adam Alcock* shall and will yearly and every year, from and after such his decease, and until such settlement shall be made as aforesaid, well and truly pay, or cause to be paid unto the said *Hannah Cofield* his intended wife, during her life, or until such settlement shall be made, the clear yearly sum of 1000*l.* of lawful money of *Great Britain*, at such times and in such manner as are herein before limited or expressed concerning the said annual rent or sum of 1000 *l.* before-mentioned ; and also pay, or cause to be paid, the farther clear yearly sum of 1000 *l.* during the life of the said *Hannah Cofield*, or until such settlement shall be made as aforesaid, and after her decease, and until such settlement, the clear yearly sum of 2000 *l.* to such person or persons, and in such course, order and manner, and for such intents and purposes, as the rents and profits of the lands and hereditaments intended to be settled as aforesaid ought to go, and be paid or received, in case such settlement had been made ; the said yearly sums (except the said sum of 1000 *l.* to be paid to the said *Hannah Cofield* during her life) to be paid and payable by equal half-yearly payments, at the said feasts of *St. Michael* the archangel, and the annunciation of the blessed *Virgin Mary* ; the first of such payments to begin and be made on such of the said feasts as shall happen next after the death of the said *Adam Alcock*. And the said *Charles Cofield*, in consideration of the said intended marriage, and of the settlement herein before covenanted to be made on the part of the said *Adam Alcock* as aforesaid, doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Bazil Bolt* and *Charles Creech*, their executors and administrators, in manner following ; that is to say, that in case the said intended marriage shall take effect, the said *Charles Cofield*, his heirs, executors or administrators shall and will at the end of one year pay, or cause to be paid, unto him the said *Adam Alcock*, his executors or administrators, the farther sum of 3000 *l.* of lawful money of *Great Britain* (over and above the aforesaid sum of 10000 *l.*) and also shall

shall and will at the end of two years pay, or cause to be paid, unto him the said *Adam Alcock*, his executors or administrators, the farther sum of 3000 l. of like money, to compleat and make up the portion of the said *Hannah Cofield* his daughter the full sum of 16000 l. In witness, &c.

Articles before marriage, whereby it is covenanted No. 7.
that a certain proportion of the husband's personal estate shall be left to wife and children, and that copyhold of the wife shall be surrendered to uses particularly mentioned.

THIS indenture tripartite, made the seventh day of *February* anno Domini 1721, and in the eighth year of the reign of our sovereign Lord *George*, by the grace of God, of *Great Britain, France and Ireland* king, defender of the faith, &c. between *Adam Askey* citizen and grocer of *London*, of the first part, *Barbara Brace* of the parish of *St. Bride's London* spinster, of the second part, and *Charles Cutts* citizen and barber of *London*, and *David Dent* citizen and salter of *London*, of the third part. Whereas a marriage is intended by the grace of God to be shortly had and solemnized between the said *Adam Askey* and *Barbara Brace*; now this indenture witnesseth, that in consideration of the said intended marriage, and of the covenant and agreement herein after contained on the part and behalf of the said *Barbara Brace* to be done and performed, he the said *Adam Askey* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Charles Cutts* and *David Dent*, their executors and administrators, that in case the said intended marriage shall take effect, then he the said *Adam Askey* shall and will, by his last will and testament or otherwise, at the time of his decease give or leave two full third-parts of all such monies, goods, chattels, and personal estate as he the said *Adam Askey* shall be possessed of or intitled unto at the time of his decease, in manner following (that is to say); in case he shall have no child or children by her the said *Barbara* his intended wife, then unto her the said *Barbara*, to and for her own use and benefit; but in case he shall have any child or children by her, then one full moiety or half-part thereof unto her the said *Barbara*, to and for her own use and benefit, and the other moiety or half-part thereof unto such child or children; the same two thirds to be in lieu, recompence and full satisfaction of all such part or share as she or they can or may have or claim, by or out of his the said *Adam Askey's* real or personal estate, by virtue of any law, usage or custom whatsoever (other than and except such part or parts thereof, as he shall freely and voluntarily give or leave her or them by his last will and testament, or otherwise). And this indenture farther witnesseth, that in

An intended marriage recited.

The husband covenants and agrees to leave the wife and children certain proportions of his estate.

The wife covenants to join in surrendring copyholds,

to the use of husband and wife, and survivor for life; remainder to children of the marriage, &c. appointed by the wife.

In default of appointment,

to the heirs of her body by the husband;

remainder as she shall appoint.

consideration of the said intended marriage, and of the aforesaid covenant and agreement on the part of the said *Adam Askey* to be done and performed, she the said *Barbara Brace*, with the privity and consent of the said *Adam Askey* her intended husband, doth hereby for herself, her heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Charles Cutts* and *David Dent*, their heirs, executors and administrators, that in case the said intended marriage shall take effect, she the said *Barbara Brace* shall and will at any time after the solemnization thereof, upon the request of them the said *Charles Cutts* and *David Dent*, or the survivor of them, or the heirs, executors or administrators of such survivor, surrender, or join with the said *Adam Askey* her intended husband in surrendring into the hands of the lord of the manor of *Exley* in the county of *Effex*, all those two closes of meadow or pasture-ground with the appurtenances called *Fofs Leys*, situate, lying and being in *Exley* aforesaid, near a messuage called *Ganfon*, and containing by estimation sixteen acres, be the same more or less; and all other her copyhold or customary lands and hereditaments in *Exley* aforesaid, with their and every of their appurtenances, to the use of the said *Adam Askey* and her the said *Barbara Brace* his intended wife, for and during the term of their natural lives, and the life of the longer liver of them; and from and after the several deceases of them the said *Adam Askey* and *Barbara* his intended wife, and the decease of the survivor of them, to the use of such child or children of the said *Adam Askey* on the body of the said *Barbara* his intended wife to be begotten, and for such estate and estates, and in such parts and proportions, manner and form, and charged or chargeable with such sum or sums of money, for any other their child or children, as she the said *Barbara Brace*, notwithstanding her coverture, or whether she shall be sole or married, shall by any writing or writings under her hand and seal, attested by three or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, published and declared in the presence of the like number of witnesses, direct, limit or appoint; and in default of such direction, limitation and appointment, or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine, then to the use of the heirs of the body of the said *Barbara Brace* by the said *Adam Askey* her intended husband to be begotten; and for default of such heirs, then to the use of such person or persons, and for such estate and estates, and in such parts and proportions, manner and form, as she the said *Barbara Brace*, notwithstanding her coverture, and whether she shall be sole or married, shall by any writing or writings under her hand and seal, attested by three or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, published and declared, in the presence of the like number of witnesses, direct, limit or appoint.

And

And in default of such direction, limitation and appointment, then to the use of her the said *Barbara Brace*, and of her heirs and assigns for ever. In witness, &c.

For want of this appointment, to her in fee.

An agreement before marriage, that part of the wife's estate shall be at her disposal, as herein mentioned. No. 8.

THIS indenture tripartite, made the twenty-fourth day of *January* 1719, and in the sixth year of the reign of our Sovereign lord *George*, &c. between *Anne Axel* of, &c. spinster, only daughter of *Brian Axel* late of, &c. esq; deceased, of the first part, *Charles Coats* of, &c. esq; *Daniel Drewitt* of, &c. gent. and *Edward Ewell* of, &c. gent. of the second part, and *Francis Fitch* of, &c. esq; of the third part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Francis Fitch* and *Anne Axel*: and whereas the said *Brian Axel* did, in and by his last will and testament duly executed, bearing date the twelfth day of *October* which was in the year of our lord 1715 (among other things therein contained) give and bequeathe unto his good friends Mr. *George Grice* since deceased, the said *Charles Coats*, *Daniel Drewitt* and *Edward Ewell*, their executors, administrators and assigns, all those his leasehold houses with the appurtenances, situate and being in, &c. one of them being then in his own occupation, and the other of them in the occupation of *Zachary Zoll*, and which he held upon lease for about forty-five years then to come, at 10 *l. per annum* ground-rent, in trust that they the said *George Grice*, *Charles Coats*, *Daniel Drewitt* and *Edward Ewell*, and the survivors and survivor of them, and the executors and administrators of such survivor, should by and out of the rents and profits of the said two houses in the first place pay and discharge the said ground-rent from time to time thereout reserved, and all charges arising about the execution of the trust thereby reposed in them; and afterwards in trust to permit and suffer the said *Anne* his daughter and her assigns to receive and take the rents and profits of the said houses and premisses for so many years of the said term as she should happen to live; and after her decease in trust for all and every the child and children of his said daughter, whether sons or daughters, equally to be divided between them, share and share alike; and also in trust to sell and dispose of the said houses for all the then residue and remainder of the said term to come and unexpired at the death of his said daughter (if his said trustees, or the survivors or survivor of them, should think fit so to do); and upon trust to pay and divide the monies arising by such sale unto and amongst such child and children equally, share and share alike; and in case his said daughter should happen to die, leaving no child behind her, then in trust only for his said daughter, her

The intended marriage recited.

The will of the wife's father recited,

bequeathing a leasehold estate;

upon trust to pay the rent, &c.

Then to permit the wife (his daughter) to take the profits during her life;

then in trust for her children equally;

and to sell, if the trustees think fit,

and to divide the money among her children equally.

If no child, in trust for her, her executors, &c.

Recital that by death of one trustee the estate is in the others by survivorship.

Recital that she is intitled to India-bonds.

And that it has been agreed that she shall take the profits of the leasehold and the bonds,

for her separate use,

and dispose of the money of the bonds,

and if she die (without leaving a child) of the leasehold, with or without power of revocation, and whether sole or married.

In default of appointment, to her executors, &c.

The agreement, that the trustees shall stand possessed of the leasehold,

executors, administrators and assigns, as by the said recited will, relation being thereunto had, may more at large appear. And whereas the said *George Grice*, one of the trustees named in the said will, is since deceased, whereby the estate and interest of the said trustees of and in the said houses with the appurtenances is wholly come to and vested in the said *Charles Coats*, *Daniel Drewitt* and *Edward Ewell*, by survivorship, upon the trusts aforesaid; and whereas the said *Anne Axel* is and stands possessed of or intitled unto the sum of 400 *l.* due and owing to her upon four *East-India* bonds, each of the penalty of 200 *l.* for payment of 100 *l.* one of which bonds, number 150, bears date the seventeenth day of *May* in the year of our Lord 1718, one other of them, number 255, bears date the seventeenth day of *May* in the year of our Lord 1718, one other of them, number 303, bears date the seventeenth day of *May* in the year of our Lord 1718, and the other of them, number 318, bears date the seventeenth day of *May* in the year of our Lord 1718, all carrying interest at the rate of 4 *l. per cent. per annum*; and whereas in prospect and consideration of the said intended marriage it hath been agreed between the said *Francis Fitch* and *Anne* his intended wife, that notwithstanding such marriage, she the said *Anne* should have, receive and take the clear rents and profits of the aforesaid two houses with their appurtenances, for so long time of the said term of years therein as she should live, and also the yearly interest, proceed and produce of the said sum of 400 *l.* during her life, for her own sole and separate use and benefit, without the controul or intermeddling of the said *Francis Fitch* her intended husband; and also that she the said *Anne* should have full power and authority to give and dispose of the said sum of 400 *l.* And also in case of her death without leaving any child or children of her body begotten then living, of the said two houses and premisses, for all the then residue of the said term of years therein, unto such person or persons, and for such uses and purposes, and in such manner and form, with or without power of revocation, as she the said *Anne* should, notwithstanding her coverture, and whether she should be sole or married, by any writing or writings under her hand and seal, or her last will and testament in writing, direct, limit or appoint; and in default of such direction, limitation and appointment, that then the said sum of 400 *l.* and also the said two houses and premisses, in case of her death without such child or children as aforesaid, for all the then residue of the said term of years therein, should be, go and remain to the executors and administrators of her the said *Anne*: now this indenture witnesseth, that for and in consideration of the said intended marriage, and in pursuance of the said recited agreement, it is hereby declared and agreed, by and between all the said parties to these presents, that they the said *Charles Coats*, *Daniel Drewitt* and *Edward Ewell*, and the survivors and survivor of them, and the executors and administrators of such survivor, shall from henceforth stand and be possessed of and interested in the aforesaid

two houses, with their appurtenances, for and during so many years of the said term therein as she the said *Anne* shall happen to live; and after her decease, in case of her death without leaving any child or children of her begotten then living, for and during all the rest and residue which shall be then to come and unexpired of the same term, upon the trusts, and to and for the intents and purposes herein after mentioned, expressed and declared, of and concerning the same; that is to say, upon trust that they the said *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, and the survivors and survivor of them, and the executors and administrators of such survivor, shall and do from time to time, during so many years of the said term as she the said *Anne Axel* shall live, pay and dispose of all the clear rents and profits of the said two houses and premises, as the same shall arise, unto such person or persons, and for such uses, intents and purposes, and in such parts and proportions, manner and form, as she the said *Anne Axel* shall from time to time, notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand, direct or appoint, to the intent that the same may not be at the disposal of, or subject or liable to the controul, debts, forfeitures or engagements of the said *Francis Fitch* her intended husband, but only at her own sole and separate disposal: and in default of, and until such direction and appointment, unto the proper hands of the said *Anne Axel*, or otherwise shall permit and suffer her to receive the same; whose receipt under her hand shall from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who shall so pay the same, for so much thereof for which such receipt shall be given: and upon this farther trust, that they the said *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, and the survivors and survivor of them, or the executors or administrators of such survivor, shall and do convey and dispose of the said two houses with their appurtenances, in case she the said *Anne Axel* shall happen to die without leaving any child or children of her body begotten living at the time of her decease, unto such person or persons, and for such estate and estates, and in such parts and proportions, manner and form, with or without power of revocation, as she the said *Anne Axel* shall from time to time, notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed and published in the presence of the like number of witnesses, direct, limit or appoint, to the intent that the same may not be at the disposal of, or subject or liable to the controul, debts, forfeitures or engagements of the said *Francis Fitch* her intended husband; and in default of such direction, limitation and appointment, then to the executors or administrators of her the said *Anne Axel*, for and during all the rest and residue which shall be then to come and unexpired of

upon trust to
the effect
above.

Her receipt to
be sufficient.

Assignment by
the wife (with
the husband's
privity) of the
India-bonds to
the trustees,

upon the recited
trusts,

to persons, &c.
appointed by
her.

In default of
appointment to
herself.

the aforesaid term of years therein. And this indenture farther witnesseth, that in consideration of the said intended marriage, and in farther pursuance of the said recited agreement, and in consideration of the sum of 5*s.* of lawful money of *Great Britain*, to the said *Anne Axel* in hand paid by the said *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said *Anne Axel*, by and with the privity and consent of the said *Francis Fitch*, testified by his being a party to, and his sealing and delivery of these presents, hath granted, assigned transferred and set over, and by these presents doth grant, assign, transfer and set over unto the said *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, their executors, administrators and assigns, the aforesaid sum of 400*l.* and all the benefit thereof, and the said three several recited obligations for securing the same, and all and every sum and sums of money therein contained, or thereby recoverable, and all the benefit thereof; to have, hold, receive, perceive, take and enjoy the same and every of them, and every part and parcel thereof, unto the said *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, their executors, administrators and assigns, together with full power, licence and authority to ask, demand, sue for, recover and receive the same; upon this special trust and confidence nevertheless, that they the said *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, and the survivors and survivor of them, and the executors and administrators of such survivor, shall and do from time to time, during the life of the said *Anne Axel*, pay, apply and dispose of the yearly interest, proceed and produce of the said sum of 400*l.* as the same shall arise, unto such person or persons, and for such uses and purposes, and in such parts and proportions, manner and form, as she the said *Anne Axel* shall from time to time, notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand, direct or appoint, to the intent that the same may not be at the disposal of, or subject or liable to the controul, debts, forfeitures or engagements of the said *Francis Fitch* her intended husband, but only at her own sole and separate disposal; and in default of, and until such direction and appointment, unto the proper hands of the said *Anne Axel*, or else shall permit and suffer her to receive the same; whose receipt under her hand shall from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who shall so pay the same, for so much thereof for which such receipt shall be given. And upon this farther trust, that they the said *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, and the survivors and survivor of them, or the executors or administrators of such survivor, shall and do assign and transfer, or pay and dispose of the said sum of 400*l.* and the securities for the same, unto such person or persons, and for such uses and purposes, and in such parts, shares and proportions, manner and form, with or without power of revocation, as she the said *Anne Axel* shall

shall from time to time, notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings, under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed and published in the presence of the like number of witnesses, direct, limit or appoint; to the intent that the same may not be at the disposal of, or subject or liable to the controul, debts, forfeitures or engagements of the said *Francis Fitch* her intended husband; and in default of such direction, limitation and appointment, then upon trust that they the said trustees, and the survivors and survivor of them, or the executors or administrators of such survivor, shall and do assign and transfer, or pay and dispose of the said sum of 400*l.* and the securities for the same, unto the executors or administrators of her the said *Anne Axel*. Provided always, that it shall and may be lawful to and for the said trustees, and the survivors and survivor of them, and the executors and administrators of such survivor, at any time or times during the life of the said *Anne Axel*, and with her consent and direction testified under her hand, to sell and dispose of the present securities for the said sum of 400*l.* or otherwise call in or receive the monies due thereon, or any part thereof, and place and put out the same on any other security or securities, or invest the same in any publick stocks or funds, subject to the trusts aforesaid; and so from time to time, as often as occasion shall be, with such consent as aforesaid. And the said *Francis Fitch* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Charles Coats*, *Daniel Drewitt* and *Edward Ewell*, their executors and administrators that he the said *Francis Fitch*, his executors or administrators, shall not, nor will at any time hereafter obstruct or hinder the said *Anne* his intended wife from making such direction, appointment or disposition by writing or will, of the premises or any part thereof, as aforesaid; but that he, his executors and administrators shall and will, at any time or times hereafter, do and execute any act or thing for the better enabling her thereunto, and for the farther and better assigning, assuring and establishing the premises, and every of them and every part thereof, upon the trusts aforesaid, according to the purport, true intent and meaning of these presents. In witness, &c.

The husband covenants not to obstruct the trustees, but to do farther acts to enable them, &c.

No. 9.

An agreement before marriage, that the intended husband and wife shall each have their own separate estates. An assignment of hers (being personal estate) to trustees, to the uses in the margin.

The intended marriage recited.

And that the intended wife is possessed of a personal estate of a certain value;

and that the husband is to have the profits during their joint-lives, and then to be at the wife's disposal;

and that the wife (if she survives) is not to have benefit of the custom of London, or dower, or administration, unless by his future disposition.

THIS indenture quadrupartite, made the twenty-fifth day of August anno Domini 1726, and in the thirteenth year of the reign, &c. between *Abraham Adams* citizen and saddler of London, of the first part, *Barbara Bray* widow, and relict of *Charles Bray* late of, &c. esq; deceased, of the second part, *David Drew* of, &c. esq; and *Edward Eaton* of, &c. of the third part, *Francis Fane* citizen and dyer of London, and *George Gee* the younger, of, &c. gent. of the fourth part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized by and between the said *Abraham Adams* and the said *Barbara Bray*; and whereas the said *Barbara Bray* is and stands possessed of and intitled unto a considerable personal estate, consisting of monies owing upon mortgages, bonds and other securities, debts, ready monies, jewels, plate, household-stuff and other things, to the value of 10000*l.* or thereabouts; and whereas it hath been agreed that the said *Abraham Adams* should, after the said intended marriage had, have and receive and enjoy, during the joint-lives of them the said *Abraham Adams* and *Barbara Bray*, the interest, proceed, occupation and possession of the said personal estate, and also that the same, and the interest, proceed and benefit thereof, from and after the decease of such of them the said *Abraham Adams* and *Barbara Bray* as should first happen to die, should be at the sole and only disposal of the said *Barbara Bray*, notwithstanding her coverture, without the controul or intermeddling of the said *Abraham Adams*; and whereas it hath been also agreed, that in case the said *Barbara Bray* should, after the said intended marriage had, happen to survive and overlive the said *Abraham Adams*, that then she the said *Barbara Bray* should not have, claim, challenge or demand any part or share of any of the real or personal estate whereof the said *Abraham Adams* should be seised or possessed, or intitled unto, at any time during the coverture between them, by force or virtue of the custom of the city of London (whereof he is a freeman) or her dower or title of dower at common law, or by force or virtue of her being administratrix, or intitled to administration of the goods and chattels, rights and credits of the said *Abraham Adams*, or otherwise howsoever (other than and except such part thereof as the said *Abraham Adams* should at any time or times hereafter give, devise, bequeathe or dispose of, unto or to the use, or for the benefit of the said *Barbara Bray*, by any writing or writings under his hand and seal, or by his last will and testament in writing):

writing): now this indenture witnesseth, that pursuant to and in performance of the before recited agreement, and in consideration of the sum of 10 s. of lawful money of *Great Britain*, to the said *Barbara Bray* in hand paid by the said *David Drew* and *Edward Eaton*, at and before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said *Barbara Bray*, by and with the privy, consent and agreement of the said *Abraham Adams*, testified by his being made a party to, and his sealing and delivery of these presents, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *David Drew* and *Edward Eaton*, their executors, administrators and assigns, all the said monies owing upon securities, and all mortgages, bonds and securities for the same, debts, ready monies, jewels, plate, household-stuff, and other the personal estate whatsoever of her the said *Barbara Bray*, and all the benefit thereof; to have, hold, receive, perceive, take and enjoy the same, and all the benefit thereof, unto the said *David Drew* and *Edward Eaton*, their executors, administrators and assigns, together with full power, licence and authority to ask, demand, sue for, recover and receive the same, to and for their own use and benefit: upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared, of and concerning the same; that is to say, in trust for the said *Barbara Bray* and her assigns, until the solemnization of the said intended marriage, and from and after the solemnization of the said intended marriage, then upon trust that they the said *David Drew* and *Edward Eaton*, their executors, administrators and assigns, shall and do permit and suffer the said *Abraham Adams*, during the joint-lives of the said *Abraham Adams* and *Barbara* his intended wife, to have, receive, take and enjoy all the interest and proceed of the said monies and debts, and the possession and occupation of the said plate, jewels, household-stuff, and other the premises mentioned to be hereby assigned, to and for his own use and benefit; and from and after the decease of such of them the said *Abraham Adams* and *Barbara Bray* as shall first happen to die, then upon trust that they the said *David Drew* and *Edward Eaton*, their executors, administrators and assigns, shall and do assign, grant, pay and dispose of all the said monies and debts, and all interest and proceed thereof from thenceforth to arise and grow due, and also the said plate, jewels, household-stuff, and other the premises, to the said *Barbara*, in case she survive the said *Abraham Adams*; but if she die before him, then unto such person and persons, and at the time and times, and in such parts and proportions, manner and form, as she the said *Barbara Bray* shall from time to time, notwithstanding her coverture, by any writing or writings under her hand and seal, attested by three or more credible witnesses, or by her last will and testament in writing, or any writing pur-

She with consent of the intended husband assigns her estate to trustees,

with power to receive and recover it.

In trust for her until the marriage; then to permit the husband (during joint-lives) to take the profits;

then to assign to the wife,

or person appointed by her,

porting

not subject to
husband's debts,
&c.

in default of such
appointment, to
her executors,
&c.

in default of such
executors, to her
children, and
their representa-
tives;

in default of such
to her next of kin
in distribution.

Provido that if
she (surviving)
claim, &c. any
part of his estate.

other than by
his gift,

or if she do not re-
lease the same,

the trustees to
stand possessed of
her estate for the
benefit of his
executors, &c.

porting her last will and testament, to be by her signed, sealed, published and declared in the presence of the like number of witnesses, direct, limit or appoint; to the intent that the same may not be at the disposal of, or subject or liable to the controul, debts, forfeitures or engagements of the said *Abraham Adams* her intended husband; and in default of such direction, limitation or appointment, then to the executor or executors of such will as the said *Barbara* shall make and publish in writing; and for default of such executor or executors, then to the children of the said *Barbara* and their representatives which shall be living at the time of her decease, equally to be divided among them; and for default of such children and representatives, to such person or persons of the blood and kindred of the said *Barbara* as by law should be intitled to the administration or distribution of her personal estate in case she had died sole and intestate, equally among them, exclusive of all interest, right or title which the said *Abraham Adams* might or could otherwise have or claim, as administrator to the said *Barbara*. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case the said *Barbara Bray* (surviving and over-living the said *Abraham Adams* her intended husband) shall at any time or times hereafter claim, challenge, evict and recover any part or parcel of the real or personal estate whereof the said *Abraham Adams*, or any other person or persons in trust for him, shall be seised or possessed or intitled unto at any time during the coverture between them, by force or virtue of the custom of the city of *London*, or her dower or title of dower at common law, or by virtue of her being administrator, or intitled to administration of the goods, chattels, rights and credits of the said *Abraham Adams* as aforesaid, or otherwise howsoever (other than and except such part thereof as the said *Abraham Adams* hath already presented her with, or shall at any time or times hereafter give, devise, bequeathe or dispose of, unto or to the use or for the benefit of the said *Barbara Bray*, by any such writing or writings, or will as aforesaid); or in case the said *Barbara Bray*, so surviving and over-living the said *Abraham Adams* her intended husband as aforesaid, shall not at any time or times after such his decease, upon request to be to her in that behalf made, make, do and execute all and every reasonable act, deed and thing, whereby to bar, release and discharge all the estate, right, title, claim, pretence or demand which the said *Barbara Bray* can or may have or claim, or pretend to, of, in, to or out of all and every or any of the said real or personal estate last mentioned (except before excepted) then and in either of the said cases, and not otherwise, they the said *Daniel Drew* and *Edward Eaton*, their executors, administrators and assigns, shall from time to time and at all times from thenceforth stand and be possessed of the said monies, debts, securities, jewels, plate, household-stuff, and other the premises mentioned to be hereby assigned,

assigned, in trust for and for the only benefit of the said *Abraham Adams*, his executors, administrators and assigns, any thing in these presents contained to the contrary thereof in any wise notwithstanding. And the said *Barbara Bray* doth hereby for herself, her heirs, executors and administrators, covenant, promise and grant, to and with the said *Francis Fane* and *George Gee*, their executors and administrators by these presents, in manner following; that is to say, that in case the said *Barbara Bray* shall, after the said intended marriage had, happen to survive and outlive the said *Abraham Adams* her intended husband, that then she the said *Barbara Bray* shall not nor will at any time or times then after claim, challenge, demand, evict or recover any part or parcel of the real or personal estate, whereof the said *Abraham Adams* or any other in trust for him shall be seised or possessed or intitled unto, at any time during the coverture between them as aforesaid (except before excepted); and also that she the said *Barbara Bray* shall and will at any time or times after such the decease of the said *Abraham Adams*, upon request to be to her in that behalf made, make, do and execute, or cause to be made, done and executed, any reasonable act, deed and thing, acts, deeds and things, whereby to bar, release and discharge all the right, title, claim, pretence and demand which she can or may have, claim or pretend to, of, in, to or out of all and every or any the said real or personal estate last mentioned (except before excepted). And the said *Abraham Adams* doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said *David Drew* and *Edward Eaton*, their executors, administrators and assigns by these presents, that he the said *Abraham Adams* shall and will at any time or times hereafter, upon request, and at the costs and charges of the said *David Drew* and *Edward Eaton*, their executors, administrators and assigns, make, do and execute, or cause to be made, done and executed, all and every lawful and reasonable act, deed and thing, acts, deeds and things, for the better assigning of the said monies, securities, debts, plate, jewels, household-stuff, and other the premises, upon the trusts, and to and for the intents and purposes, and under and subject to the provisos and agreements herein before mentioned, expressed and declared, of and concerning the same, and whereby the better, to enable the said *Barbara Bray* to appoint, limit or dispose of the same, according to the purport, true intent and meaning of these presents. And it is hereby declared and agreed, by and between all the said parties to these presents, in manner following; that is to say, that it shall and may be lawful to and for the said *David Drew* and *Edward Eaton*, their executors, administrators and assigns, at any time or times hereafter, when and so often as the monies and debts mentioned to be hereby assigned, or any of them, or any part thereof, shall come or be paid into their hands or possession, to lend and put out the same, or any part thereof, upon security at interest, with the assent and approbation of the said

She covenants with the trustees not to claim any part of his estate if she survives him,

except as before;

and to release, &c. upon request.

The husband covenants with the trustees that he will execute further deeds, &c.

Agreement to enable the trustees to put out the money, &c. upon security, with consent of the wife.

And that the trustees shall be chargeable each with his own receipts, &c. only,

and not for losses except by wilful default;

and to reimburse themselves charges, &c.

The husband surviving to have back his jewels, &c. which he presented her.

said *Barbara Bray*, notwithstanding her coverture; and also that the said *David Drew* and *Edward Eaton*, their executors, administrators and assigns, or any of them, shall be only chargeable with and accountable for so much of the monies, plate, jewels, and other the premises mentioned to be hereby assigned, as they respectively shall actually receive, or shall come to their respective hands or custody, and with or for no more, nor the one of them for the other of them, nor for the acts, deeds, receipts or disbursements, the one of the other of them; but each of them only for his own acts, deeds, receipts and disbursements; nor with or for any loss which shall happen of the said monies, jewels, plate, and other the premises, or any part thereof, so as the same happen without their wilful default; nor with or for the insolvency or insufficiency of any person or persons to whom such monies shall be put out at interest, with such assent and approbation as aforesaid. And farther, that it shall and may be lawful to and for the said *David Drew* and *Edward Eaton*, their executors, administrators and assigns, and every of them, in the first place by and out of the premises to deduct and reimburse themselves all such reasonable loss, costs and expences as they or any of them shall be put unto or any ways sustain, by virtue of the trusts hereby in them reposed, or the management or the execution thereof, or any other thing in any ways relating thereunto, any thing in these presents contained to the contrary thereof in any wise notwithstanding. And lastly, it is hereby declared and agreed by and between all the said parties to these presents, that these presents, or the assignment herein before made, or any other thing herein contained, shall not extend or be construed to extend in any wise to hinder, bar or foreclose the said *Abraham Adams*, in case he survive the said *Barbara*, from having again and enjoying all such jewels and other things as he hath already given or presented to the said *Barbara*, before the enfealing and delivery of these presents. In witness, &c.

No. 10.

A deed of covenants between a citizen of London and his son-in-law, to give an addition to the daughter's portion, which is accepted in full of her advancement, and in lieu of the custom.

Recital of a portion given by the lady's father to the son-in-law upon the marriage,

THIS indenture, made the twenty-fourth day of June anno Domini 1733, and in the sixth year of the reign, &c. between Sir *Abraham Allen* bart. and one of the aldermen of the city of London, of the one part, and Sir *Brian Bell* of London bart. and dame *Catherine* his wife of the other part. Whereas upon the marriage of the said Sir *Brian Bell* with the said dame *Catherine* his wife (who is one of the daughters of the said Sir *Abraham Allen*) he the said Sir *Abraham Allen* did advance and pay to the said Sir *Brian Bell* (then called *Brian Bell* of London merchant)

merchant) the sum of 5000 *l.* as and for the marriage-portion of the said dame *Catherine* his now wife, for which the said Sir *Brian Bell* gave the said Sir *Abraham Allen* a receipt upon one part of the articles made and entred into previous and in order to the marriage of him the said Sir *Brian Bell* with the said dame *Catherine* his now wife, dated on or about the seventh day of *January 1705*. And whereas at the desire and request of the said Sir *Brian Bell* and dame *Catherine* his wife, and to serve their present occasions, the said Sir *Abraham Allen* on the day of the date hereof hath actually advanced and paid unto the said Sir *Brian Bell* the farther sum of 3000 *l.* of lawful money of *Great Britain*, as an addition to the aforesaid 5000 *l.* marriage-portion; and whereas in consideration of the natural love and affection which the said Sir *Abraham Allen* hath and beareth to the said dame *Catherine* his daughter, and of the covenant and agreement herein after contained on the part of the said Sir *Brian Bell* and dame *Catherine* his wife, he the said Sir *Abraham Allen* hath undertaken and agreed in his life-time, or in and by his last will and testament or otherwise at the time of his decease, to give or leave the farther sum of 3000 *l.* of like money, to be paid unto the said Sir *Brian Bell* and dame *Catherine* his wife, or unto such other person or persons, and upon such contingencies as are herein after in that behalf mentioned, in order to compleat and make up the aforesaid several sums of 5000 *l.* and 3000 *l.* to be and amount unto the full sum of 11000 *l.* which is and is intended and agreed to be in full for the advancement of her the said dame *Catherine Bell*, and of all such part, share, right, title, interest, claim and demand, as she, or the said Sir *Brian Bell* her husband in her right, or either of them, can, shall or may at any time or times hereafter have, claim, demand or pretend unto, of, in, to or out of the personal estate of the said Sir *Abraham Allen*, by virtue of the custom of the said city of *London* (whereof he is a freeman) or otherwise howsoever (other than and except what he shall or may freely and voluntarily give or leave to them the said Sir *Brian Bell* and dame *Catherine* his wife, or either of them, in and by his last will and testament or otherwise) and the said Sir *Brian Bell* and dame *Catherine* his wife do hereby agree to accept of and take the same, in full as aforesaid accordingly: now this indenture witnesseth, that in consideration of the premises, and in pursuance of the said recited agreement on the part of the said Sir *Abraham Allen* to be performed, he the said Sir *Abraham Allen* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said Sir *Brian Bell*, his executors and administrators, that (over and above the said 5000 *l.* original marriage-portion, and the said 3000 *l.* so paid on the day of the date hereof as aforesaid, and in order to compleat and make up the same to be and amount unto the sum of 11000 *l.* in full for the advancement and preferment of the said dame *Catherine* as aforesaid) he the said Sir *Abraham Allen* shall and will in his life-time, or in and by his last will and testament, or otherwise,

for which a receipt is indorsed on marriage-articles.

And of a farther sum now advanced as an addition; and that the father has agreed to give or leave them a farther sum,

in full for her advancement, and all claim by the custom of *London*, &c. which they accept.

The father covenants to give or leave the farther sum.

The husband covenants for himself and his wife to accept the farther sum, in full of her advancement.

otherwise, at the time of his decease, give or leave the said farther sum of 3000 *l.* of lawful money of *Great Britain*, to be paid unto the said Sir *Brian Bell* and dame *Catherine* his wife, or the survivor of them, if they or either of them shall be then living; but in case they shall be then both dead, then unto and amongst all and every their children which shall be then living (whether sons or daughters) and the child or children of such of the said sons or daughters as shall be then dead, equally to be divided between them share and share alike, and to their respective executors and administrators: so always nevertheless, that the child or children of such of the said sons or daughters as shall be then dead, shall only represent and stand in the place of his, her or their respective father or mother, and shall have and be intitled to so much and such part only and no more of the said last mentioned 3000 *l.* as his, her or their said father or mother would have been intitled unto, in case he or she had been then living. Provided always nevertheless, that in case neither of them the said Sir *Brian Bell* and dame *Catherine* his wife, nor any of their children, grandchildren, or issue shall be living when the said last mentioned sum of 3000 *l.* shall be given or left as aforesaid, then the same shall go and be paid unto the executors or administrators of the survivor of them the said Sir *Brian Bell* and dame *Catherine* his wife. And this indenture farther witnesseth, that for and in consideration of the said sum of 5000 *l.* original marriage-portion, and of the said sum of 3000 *l.* so now paid by the said Sir *Abraham Allen* to the said Sir *Brian Bell* as aforesaid, the receipt and payment whereof accordingly he the said Sir *Brian Bell* doth hereby acknowledge, and thereof and of every part thereof they the said Sir *Brian Bell* and dame *Catherine* his wife, and each of them do and doth acquit, release and discharge the said Sir *Abraham Allen*, his heirs, executors, administrators and assigns, and every of them for ever by these presents, and in consideration of the said covenant and agreement herein before contained and entered into by the said Sir *Abraham Allen*, to give or leave the said farther sum of 3000 *l.* as aforesaid, he the said Sir *Brian Bell* doth hereby for himself and the said dame *Catherine* his wife, his and her heirs, executors and administrators, covenant, promise, grant and agree, to and with the said Sir *Abraham Allen*, his heirs, executors and administrators, in manner following; (that is to say) that they the said Sir *Brian Bell* and dame *Catherine* his wife, or such other person or persons as shall be intitled to the said last mentioned sum of 3000 *l.* according to the true meaning of these presents, shall and will accept of and receive the same (when so given or left as aforesaid) in full for the advancement and preferment of her the said dame *Catherine*, and of all such part, share, right, title, interest, claim and demand, as she or the said Sir *Brian Bell* her husband in her right, or either of them, can or may, or could or might, at any time or times hereafter have, claim, demand or pretend to, of, in, to or out of all or any part of the said personal estate of the said Sir *Abraham*

Abraham Allen, by virtue of the said custom of the said city of *London*, or otherwise howsoever (except as herein before and herein after is excepted). And farther, that they the said *Sir Brian Bell* and dame *Catherine* his wife, or the survivor of them, his or her executors or administrators, shall and will at any time, upon or after the receipt and payment of the said farther sum of 3000 *l*. (so by the said *Sir Abraham Allen* covenanted to be given or left as aforesaid) and upon the request, and at the costs and charges of him the said *Sir Abraham Allen*, his executors or administrators, legally and effectually release and discharge all the part, share, right, title, interest, claim and demand whatsoever, of them the said *Sir Brian Bell* and dame *Catherine* his wife, and of each or either of them, of, into or out of all or any part of the said personal estate of him the said *Sir Abraham Allen*, by virtue of the said custom of the said city of *London*, or otherwise howsoever (except such part thereof as he shall or may freely and voluntarily give or leave to them the said *Sir Brian Bell* and dame *Catherine* his wife, or either of them, in and by his last will and testament or otherwise as aforesaid). In witness, &c.

And upon receipt thereof to give a release to such effect, &c.

A covenant before marriage by the husband, that the wife may dispose of jewels, &c. and that he will not obstruct her, but confirm, &c. No. II.

THIS indenture, made the tenth day of *August* anno Domini 1708, and in the seventh year of, &c. between *Adam Aston* the younger of *London* merchant, of the one part, and *Barnaby Bing* of *London* merchant, and *Charles Cater*, citizen and draper of *London*, of the other part. Whereas a marriage is intended by the permission of God shortly to be had and solemnized by and between the said *Adam Aston* and *Catherine Cary* spinster, daughter of *David Cary* of *London* merchant: now this indenture witnesseth, that in consideration of the said intended marriage, and pursuant to an agreement in that behalf, he the said *Adam Aston* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Barnaby Bing* and *Charles Cater*, their executors and administrators, in manner following; (that is to say) that in case the said marriage shall take effect, it shall and may be lawful to and for the said *Catherine*, notwithstanding her coverture, and whether she shall be sole or married, at any time or times during her life, by any writing or writings under her hand and seal attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, published and declared in the presence of the like number of witnesses, to give, bequeathe or dispose of, at her own free will and pleasure, all or any part of such jewels and plate whereof she is now possessed; and also all or any part of such jewels,

The parties.

An intended marriage recited.

The husband covenants

that the wife may dispose of jewels, plate, &c.

And that he will
not obstruct,
&c. but will
confirm, &c.

jewels, plate, bed and furniture of a chamber, as shall at any time or times hereafter, either before or after her marriage with the said *Adam Aston*, be given her by any person or persons whomsoever. And also that he the said *Adam Aston* shall not nor will, at any time hereafter, obstruct or hinder the said *Catherine* in making such writing, will or disposition as aforesaid; but that he, his executors and administrators shall and will do any lawful act or thing for the making good, confirming and corroborating the same, according to the true intent and meaning thereof; and shall and will permit and suffer all and every the person and persons to whom such jewels, plate, bed and furniture of a chamber, or any part thereof, shall be so given, bequeathed or disposed of as aforesaid, to have and enjoy the same accordingly, to and for his and their own use and benefit. In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written. In witness, &c.

No. 12.

Marriage-articles, containing an acquittance for the wife's portion, provided for her by her father's settlement. And an agreement as to the disposition of part of an estate, coming to her from her grandfather: the same to be invested in a purchase of lands, to be settled with usual limitations.

Recital of the
marriage intended, and of
her father's
marriage settlement.

THIS indenture tripartite, made the twenty-eighth day of February anno Domini 1728, and in the second year of the reign of our sovereign lord George the second, king of Great Britain, &c. between *Abel Ash* of *Alton* in the county of *Surrey* esq; and *Amy Ash* spinster, his youngest daughter, of the first part, the reverend *Charles Crisp junior*, esq; of, &c. of the second part, *Stephen Sims* of *Enfield* in the city of *Gloucester* esq; and *David Dort* of *Jug* in the county of *Kent* esq; of the third part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Charles Crisp* and the said *Amy Ash*; and whereas by virtue of some settlement or settlements made upon or relating to the marriage of the said *Abel Ash* and *Emma* his now wife, the lands and hereditaments of *Daniel Ash* then of *Marran* in the county of *Devon* gent. (since deceased) father of the said *Abel Ash*, and the lands and hereditaments of him the said *Abel Ash*, or some part thereof, were charged or chargeable with the raising of several sums of money for the portions of the daughters of the said *Abel Ash* by the said *Emma* his wife; and whereas by indenture bearing date the second day of *May* which was in the year of our Lord 1703, and made or mentioned to be made between the said *Daniel Ash* of the one

one part, and *Noah Norris, Owen Olays and Paul Peck* esquires, of the other part, reciting as therein is recited, the said *Daniel Ash* did direct and appoint that the manor, lands and hereditaments in and by the same indenture referred to (after several limitations therein mentioned) should be sold, and the money arising by such sale, and the rents and profits of the same premises in the mean time accruing, should be paid unto and amongst all and every the daughter and daughters of the said *Abel Ash* on the body of the said *Emma* then begotten or to be gotten, equally, share and share alike; and whereas the said *Daniel Ash* did in and by his last will and testament dated on or about the second day of *December 1704* devise the residue and surplus of his personal estate to the said *Abel Ash*, and other trustees therein named, upon divers trusts therein mentioned, by virtue of which said trusts the sum of 10000 *l.* was and is to be raised out of the said estate and paid to the said *Amy Ash*, and the then surplus of the same estate is to be divided equally amongst all the testator's granddaughters, the daughters of the said *Abel Ash*; and whereas by indenture quinquelpartite of release and settlement bearing even date herewith, *Charles Crisp senior*, of *Quigg* in the parish of *Rice* in the county of *Suffolk* esq; father of the said *Charles Crisp junior*, and the said *Charles Crisp junior*, in consideration of the said intended marriage, and of the sum of 6000 *l.* of lawful money of *Great Britain*, therein mentioned to be paid to the said *Charles Crisp junior*, by the said *Abel Ash* and *Amy Ash*, or one of them, with the consent and agreement of the said *Charles Crisp senior*, as and for the marriage-portion of the said *Amy Ash*, and for other the considerations therein mentioned, have conveyed and settled the manor or reputed manor of *Quigg* with the appurtenances, and divers messuages, lands, tenements and hereditaments therein particularly mentioned, unto or for the several uses, intents and purposes therein mentioned, for the benefit of and in trust for the said *Charles Crisp junior* and *Amy* his intended wife, and their issue, in such manner as in the same indenture is in that behalf mentioned and expressed: now this indenture witnesseth, and in consideration of the premises, they the said *Charles Crisp junior* and *Amy* his intended wife do hereby acknowledge, declare and agree, that the said sum of 6000 *l.* so paid to the said *Charles Crisp junior* as aforesaid, is and was so paid in lieu and full satisfaction of and for all such portions, sum and sums of money, or of her provision, as at any time or times heretofore have or hath been made or provided, for or for the benefit of her the said *Amy Ash*, or as are or may become due or payable unto her, or unto the said *Charles Crisp junior* in her right, by virtue of or under the aforesaid settlement or settlements made upon or relating to the marriage of the said *Abel Ash* with the said *Emma* his wife, out of the lands or hereditaments of the said *Daniel Ash*, *Abel Ash* and *Emma* his wife, or any of them, by virtue of the said last will of the said *Daniel Ash*, or any legacy or devise therein mentioned or contained, for the benefit of the said *Amy Ash* or her issue (other

Another deed recited, appointing a sale of lands, the money to be divided among the wife and her sisters.

Her grandfather's will recited,

raising a further interest for the wife.

The settlement on this marriage, and of this date recited;

whereby in consideration of the marriage and portion, the husband and his father settled lands, &c.

The intended husband and wife declare the portion to be in satisfaction of the recited provisions made for her, &c.

(with exception). than and except such right, benefit or advantage, as shall or may accrue to her, them, or any or either of them, by or under any of the trusts raised or created, in or by the said recited indenture of the second of *May 1703*.) And it is hereby farther declared and agreed by and between all the said parties to these presents, and particularly the said *Charles Crisp* and *Amy* his intended wife do, and each of them doth for themselves and each of them, their and each of their heirs, executors and administrators, and for every of them, covenant, promise, grant and agree, to and with the said *Abel Ash*, his executors and administrators, that all such estate, right, title, benefit or advantage, either in lands or money, as shall at any time or times hereafter happen or accrue unto the said *Amy Ash* in her life-time, or unto the said *Charles Crisp junior* in her right, by virtue of the said indenture of the second of *May 1703*, or any of the trusts therein contained, shall be vested in or paid unto the said *Stephen Sims* and *David Dort*, or the survivor of them, his executors or administrators. And that they the said *Charles Crisp* and *Amy* his intended wife shall and will at any time or times hereafter, upon request to them or either of them in that behalf made, make, do and execute, or cause to be made, done and executed, any such act, matter or thing as shall be advised or thought necessary for the conveying, settling and assuring the same, unto and upon them the said *Stephen Sims* and *David Dort*, or the survivor of them, his executors or administrators, upon the trusts, and to and for the intents and purposes herein after-mentioned, expressed or declared, of and concerning the same; that is to say, upon trust that they the said *Stephen Sims* and *David Dort*, or the survivor of them, his executors or administrators, shall and do as soon after the sale of the part and share, parts and shares of the lands or estate coming or accruing to the said *Amy*, by or under the said last mentioned indenture, and receipt of the monies arising by such sale or sales, put or place out the same upon securities at interest, until the same can be by them laid out and invested in a purchase or purchases of freehold messuages, lands, tenements or hereditaments, in fee-simple in possession, in some convenient place or places within the realm of *England*, and shall and do as soon as may be lay out the same accordingly; and settle, convey and assure such messuages, lands and hereditaments so to be purchased therewith, to the use of the said *Charles Crisp junior* for the term of his natural life; and from and after the determination of that estate, to the use of trustees to be for that purpose named, and their heirs during his life, upon trust to support the contingent uses and estates herein after limited or mentioned from being defeated or destroyed, as in such case is usual, but nevertheless in trust to permit the said *Charles Crisp junior* and his assigns to take the rents and profits thereof during his life; and from and after his decease, then to the use of the said *Amy* his intended wife, for the term of her natural life; and from and after the several deceases of the said *Charles Crisp junior* and *Amy* his intended wife, to the use

And they covenant to vest the excepted part in trustees.

Upon trust

to invest in a purchase;

to be settled, &c. to the husband for life;

then to trustees, to preserve, &c.

Then to the wife for life;

use of the first, second, third, fourth, and of all and every the son and sons of the said *Charles Crisp junior* on the body of her the said *Amy* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons and the heirs male of his body issuing always to be preferred, and to take before the younger of such son and sons and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use of all and every the daughters of the said *Charles Crisp junior* on the body of the said *Amy* his intended wife to be begotten, to be equally divided amongst them (if more than one) share and share alike as tenants in common and not as joint-tenants, and of the several and respective heirs of the bodies of all and every such daughters lawfully issuing; and in case one or more of such daughters shall happen to die without issue of her or their body or bodies, then as to the share or shares of her or them so dying without issue, to the use of the survivors or others of them share and share alike, to take as tenants in common and not as joint-tenants, and of the several and respective heirs of their bodies lawfully issuing; and in case all the said daughters but one shall die without issue, or if there shall be but one such daughter, then to the use of such surviving or only daughter, and of the heirs of her body lawfully issuing; and for default of all such issue, then to the use of the survivor of them the said *Charles Crisp* and *Amy* his intended wife, and of the heirs and assigns of such survivor for ever. In which said intended settlement shall be contained a proviso or power to and for the said *Charles Crisp junior*, and after his decease to and for the said *Amy* his intended wife, at any time or times during their respective lives, by indenture under their respective hands and seals, to make leases of the premises so to be purchased as aforesaid, or any part thereof, to any person or persons for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy, at the most and best improved yearly rent, and under such limitations as in such case is usual. And it is hereby declared and agreed by and between all the said parties to these presents, that in the mean time, and until the lands and estate coming or accruing to the said *Amy Ash* by virtue of the said indenture of the second of *May 1703* shall be sold, the rents and profits of the same lands, and also the interest and produce of the monies arising by the sale thereof (when sold) until such monies shall be laid out in a purchase or purchases of lands to be settled as aforesaid, shall be from time to time paid to and received by such person or persons, as and to whom the rents and profits of the said lands and hereditaments so to be purchased as aforesaid (if purchased) would for the time being belong, by virtue of the limitations above-mentioned and directed. In witness, &c.

then to first and other sons in tail male, successively;

then to daughters, as tenants in common in tail;

remainder to the survivor of husband and wife in fee.

The settlement to contain a leasing power, with restrictions.

Agreement, that till the estate accruing to the wife be sold, the rents, &c. to go to persons to be entitled under the purchase to be made.

No. 13.

Articles before marriage, by which the intended husband having before agreed to transfer to trustees South-sea annuities, now directs the trusts of them to be invested in a purchase of lands to be settled, as more fully in the margin. Provisions for childrens portions, maintenance and education. Directions about clauses to be contained in the settlement.

The parties

Recital of an intended marriage between the first and third party; and of an agreement between the parties,

that the husband should transfer South-sea annuities to trustees (the parties on the second part) by three instalments, and in different manners;

and that the intended husband hath transferred the first sum.

THIS indenture tripartite, made the tenth day of September anno Domini 1715, and in the second year of the reign, &c. between *Abel Ash* of the parish of *Bradden* in the county of *Cardigan* esq; of the first part, *David Dun* of *Enfield* in the county of *Flint* esq; *George Gale* of *Harne* in the county of *Lincoln* esq; *Martin Moyle* of *Nuttar* in the said county of *Cardigan* esq; and *Peter Ash* of *Reynes* in the said county of *Lincoln* esq; of the second part, and *Sarah Strut*, widow and relict of *Thomas Strut* late of *Vam* in the county of *Wilts* esq; deceased, of the third part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Abel Ash* and the said *Sarah Strut*; and whereas in prospect and consideration of the said intended marriage, and for making some provision and settlement upon and for the said *Sarah Strut* for her life for her jointure, and also some provision for the children and issue of the said intended marriage, it hath been agreed by and between all the said parties hereto, and particularly by and between the said *Abel Ash* and *Sarah Strut*, that he the said *Abel Ash* should transfer, or procure to be transferred, 10000*l.* South-sea annuities in the books of the South-sea company, unto the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, upon the trusts and for the purposes herein after-mentioned, expressed and declared, of and concerning the same, in manner and in the proportions following; that is to say, 7000*l.* annuities (part of the said 10000*l.* annuities) on or before the day of the date hereof, and 1000*l.* annuities (other part of the said 10000*l.* annuities) within the space of twelve calendar months next after the solemnization of the said intended marriage, and that 2000*l.* annuities (residue and in full of the said 10000*l.* annuities) should be secured to be transferred in manner herein after mentioned or referred to by the mortgage herein after mentioned. And whereas in pursuance and part of performance of the said recited agreement, the said *Abel Ash* hath on or before the day of the date hereof transferred, or procured to be transferred, the said 7000*l.* South-sea annuities in the books of the aforesaid company, unto the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, as by the said books may appear: now this indenture witnesseth, that in consideration of the

the said intended marriage, and for other the considerations aforesaid, and in farther pursuance of the said recited agreement, the said *Abel Ash* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, their executors, administrators and assigns, that he the said *Abel Ash*, his heirs, executors or administrators, shall and will, at his or their own proper costs and charges, and by and out of his and their own proper estate, some time within the space of twelve calendar months next after the solemnization of the said intended marriage, transfer, or procure to be transferred, the said 1000*l.* *South-sea* annuities (other part of the said 10000*l.* annuities) in the books of the aforesaid company, unto them the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or the survivors or survivor of them, or the executors or administrators of such survivor, upon the trusts and for the purposes herein after mentioned, expressed and declared, of and concerning the same. And whereas by indenture tripartite bearing even date herewith, and made or mentioned to be made between the same parties as are parties to these presents (reciting as therein is recited) the said *Abel Ash*, in farther pursuance of the said agreement, and for the considerations in the same indenture mentioned, hath assigned a messuage or tenement, with the coach-houses, buildings, ground and appurtenances thereunto belonging or appertaining, or therewith used or enjoyed, situate and being on the west-side of *Tar-street*, and late in the parish of *Zell* in the said county of *Middlesex*, but now in the said parish of *Bradden*, and in the tenure, possession or occupation of him the said *Abel Ash*, and all his term, estate and interest therein, unto them the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, their executors, administrators and assigns, by way of mortgage for the now residue of a certain term of ninety-nine years therein, subject to a proviso in the same indenture contained for redemption of the said premises on his the said *Abel Ash*'s, his heirs, executors or administrators transferring, or procuring to be transferred, the said 2000*l.* *South-sea* annuities (residue of the said 10000*l.* annuities) in the books of the said *South-sea* company, unto them the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or the survivors or survivor of them, or the executors, administrators or assigns of such survivor, within the space of twelve calendar months after the solemnization of the said intended marriage, upon the trusts and for the purposes in these presents mentioned, expressed and declared, of and concerning the same annuities, as by the said indenture, relation being thereunto had, may more fully appear: now this indenture farther witnesseth, that in consideration of the said intended marriage, and for making some provision and settlement upon and for the said *Sarah Strut* for her life for her jointure, in case she shall after the solemnization of the said intended marriage happen to survive and outlive the said *Abel Ash* her intended husband, and also some provision and settlement

The husband covenants to transfer the second sum within a time limited.

Recital of a deed of this date, whereby the husband assigned a messuage, &c. to the same trustees for a term,

subject to redemption on his transferring the residue of the annuities,

upon trust, &c.

Agreement, that
the several
South-sea an-
nuities

are upon trust ;

with approbation
of husband and
wife, or the sur-
vivor, to be in-
vested in a pur-
chase of lands,
to be settled

to the husband
for life sans
waste, then to
trustees, to pre-
serve, &c.

tlement upon and for the children and issue of the said intended marriage, it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that as well the said 7000 *l.* *South-sea* annuities so transferred to the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash* as aforesaid, and the said 1000 *l.* *South-sea* annuities, herein before covenanted, and agreed to be transferred to them the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, within the said space of twelve calendar months next after the solemnization of the said intended marriage as aforesaid, as also the said 2000 *l.* like annuities, in and by the said indenture tripartite provided and secured to be transferred to the same trustees, or the survivors or survivor of them, or the executors, administrators or assigns of such survivor as aforesaid, making together in the whole the said 10000 *l.* annuities, are and were transferred, and covenanted, provided and secured to be transferred respectively, upon this special trust and confidence, that they the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or the survivors or survivor of them, or such others on whom the trusts hereby created concerning the same shall or may devolve by virtue of these presents, shall and do, with the goodliking and approbation of the said *Abel Ash* and *Sarah Strut* his intended wife, or the survivor of them, or the executors or administrators of such survivor, testified in writing under his, her or their hand or hands, when and so soon as a convenient purchase or purchases can be found after the making such respective transfers thereof as aforesaid, sell and dispose of as well the said 7000 *l.* so transferred as aforesaid, as also the said 1000 *l.* and 2000 *l.* annuities so covenanted and provided and agreed to be transferred as aforesaid, either together or in parcels, for the most monies and best price that can be reasonably had or gotten for the same ; and shall and do thereupon, with all convenient speed, and with such approbation as aforesaid, lay out and dispose of the monies arising by such sale or sales, in one or more purchase or purchases of freehold messuages, lands, tenements or hereditaments of an estate of inheritance in fee-simple in possession, in some convenient place or places in that part of *Great Britain* called *England*, and thereupon settle, convey and assure, or cause and procure to be settled, conveyed and assured, all such messuages, lands, tenements or hereditaments so to be purchased as aforesaid, to and for such uses, intents and purposes, upon such trusts, and under and subject to such provisoes, limitations and agreements as are herein after mentioned, expressed and declared, of and concerning the same respectively ; that is to say, to the use and behoof of the said *Abel Ash* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste ; and from and after the determination of that estate, then to the use of trustees, to be for that purpose named, and their heirs, during the life of him the said *Abel Ash*, upon trust to support and preserve the contingent uses and estates herein

herein after mentioned, limited or directed, from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require; but nevertheless to permit and suffer the said *Abel Ash* and his assigns, during his natural life, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit. And from and after his decease, then as to, for and concerning one full moiety or half-part (the whole in two equal half-parts to be divided) of all the said messuages, lands, tenements or hereditaments so to be purchased as aforesaid, to the use and behoof of the said *Sarah Strut* his intended wife and her assigns, for and during the term of her natural life, for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law, which she the said *Sarah Strut* can or may have or claim, of, into or out of all and every or any the manors, messuages, lands, tenements or hereditaments, whereof the said *Abel Ash* her intended husband now is or hath been, or at any time hereafter during the said intended coverture between them, shall be seised of any estate of freehold or inheritance. And from and after the decease of the said *Sarah Strut*, then as to, for and concerning the said moiety of the said messuages, lands, tenements or hereditaments so to be purchased as aforesaid; and from and immediately after the decease of the said *Abel Ash*, then as to, for and concerning the other moiety or half-part of the same messuages, lands, tenements or hereditaments, to the use and behoof of all and every, or such one or more of the children of the said *Abel Ash* on the body of the said *Sarah* his intended wife to be begotten; and for such estate and estates, and in such parts and proportions, manner and form, with or without power of revocation, as he the said *Abel Ash*, at any time or times during his life, by any deed or deeds, or writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing, to be by him signed, published and declared in the presence of three or more credible witnesses, shall direct, limit, give or appoint the same. And in default of such direction, limitation, gift and appointment, or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine; and as to such part or parts of the premises whereof no such direction, limitation, gift or appointment as aforesaid shall be made, to the use and behoof of all and every the children (if more than one) of the said *Abel Ash* on the body of the said *Sarah* his intended wife to be begotten, to be equally divided between them share and share alike, to take as tenants in common and not as joint-tenants, and of the several and respective heirs of the body and bodies of all and every such children. And if one or more of such children shall happen to die without issue of her or their body or bodies, then as to the share or shares of him, her or them so dying without issue, to the use and behoof of the survivors or others of them (if more than one) share and share alike, to take as tenants in common and

Then as to moiety, to the wife for life for her jointure, in bar of dower.

Then as to the whole,

to their children,

as their father shall appoint;

or in his default,

to them in tail, as tenants in common, with cross remainders on any dying without issue.

If only a son,
to him in tail;

If only a
daughter, to
trustees for a
long term, *sans*
waste, upon
trusts after
mentioned.

Remainder to
the husband in
fee.
The trust of the
term declared.

If only a
daughter,

by demise, sale,
&c.

not as joint-tenants, and of the several and respective heirs of the body and bodies of such survivors or others of them (if more than one). And if all such children but one shall happen to die without issue of their bodies, or if there shall be but one such child, and that such surviving or only child shall be a son, then to the use and behoof of such surviving or only child (being a son) and of the heirs of his body. But in case such surviving or only child shall be a daughter, then to the use of trustees, to be for that purpose named, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of one thousand years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste; upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared, or directed of and concerning the same term. And from and after the end, expiration, or other sooner determination of the said term of one thousand years, and subject thereto and to the trusts thereof; and also for default of all such issue as aforesaid, then to the use and behoof of the said *Abel Ash*, and of his heirs and assigns for ever. And as for and concerning the said term of one thousand years herein before directed to be limited to trustees, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is to be and shall be so limited to them upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared, of and concerning the same term; that is to say, in case there shall be only one daughter of the said *Abel Ash* on the body of the said *Sarah* his intended wife to be begotten, and no other child or children, or being such other child or children, and that all of them (save and except one only daughter) shall die without issue of his, her or their body or bodies, then upon trust that the said trustees for the said term of one thousand years, their executors, administrators or assigns, shall and do after the commencement of the same term, and not before or sooner (unless with the express consent of the said *Abel Ash*, testified in writing under his hand and seal) by demise, sale or mortgage of the messuages, lands, tenements or hereditaments to be comprized in the said term of one thousand years, or of a competent part thereof, for all or any part of the same term, without prejudice nevertheless to the jointure and estate for life of the said *Sarah Strut* of and in that moiety of the said premises which is herein after directed to be limited to her for her life as aforesaid, and by and with the rents and profits of all or any part of the premises in the same term to be comprized, in the mean time and until such demise, sale or mortgage (without prejudice as aforesaid, and over and above such part of the said rents and profits as shall be applied for the maintenance and education of such surviving only daughter, as is herein

after mentioned) raise and levy, or borrow and take up at interest the sum of 5000*l.* of lawful money of *Great Britain*, for the portion of such surviving or only daughter, and pay the same to her at her age of twenty-one years or day of marriage, which shall first happen, if such time of payment shall happen after the commencement of the said term of one thousand years; but if before, then within three calendar months next after the commencement of the same term, and not sooner (unless with such consent as aforesaid). And upon this farther trust, that the said trustees for the said term of one thousand years, their executors, administrators or assigns shall and do, by and out of the rents and profits of the premises in the same term to be comprized, or any part thereof (without prejudice as aforesaid) in the mean time, from and after the decease of the said *Abel Ash*, and until the said portion of the said surviving or only daughter shall become payable as aforesaid, raise, levy and pay for her maintenance and education such yearly sum and sums of money, and for such times as are next herein after mentioned; that is to say, till she shall attain her age of ten years, the yearly sum of 80*l.* and from and after that age, and until she attain her age of fifteen years, the yearly sum of 100*l.* and from and after that age, and until her said portion shall become payable, the yearly sum of 200*l.* the said yearly sum and sums for the maintenance and education of the said surviving or only daughter to be paid to or for her at the four most usual feasts or days of payment in the year; that is to say, the feasts of the annunciation of the blessed Virgin *Mary*, the nativity of Saint *John* the Baptist, Saint *Michael* the archangel, and the birth of our Lord Christ, by even and equal portions, free of all taxes and other deductions whatsoever. And it is hereby declared and agreed by and between all the said parties to these presents, that in such settlement to be made as aforesaid, there shall be inserted and contained a proviso that no such demise, sale or mortgage as aforesaid, shall be made until the said portion of such surviving or only daughter shall become payable; and likewise a proviso or provisos for ceasing the said term of one thousand years, when and so soon as the aforesaid trusts thereof shall be fully performed, or in case the same shall not arise, or that such of the said trusts as shall arise shall be otherwise satisfied or provided for, to the satisfaction and good-liking of the said trustees for the same term, or the survivor of them, his executors, administrators or assigns, and according to the purport, true intent and meaning of these presents; and likewise a proviso and power to and for the said *Abel Ash* at any time or times during his natural life, and from and after his decease to and for the said *Sarah* his intended wife, at any time or times during her natural life, as and when they shall respectively come into and be in possession of the premises to be purchased and settled as aforesaid, or any part thereof, by indenture under their respective hands and seals, to demise or lease the same premises, or such part or parts thereof whereof they shall be in possession as aforesaid, to any person

to raise a sum for her portion, payable at twenty-one or marriage.

And until portion payable, different yearly sums at different ages,

for maintenance and education.

The settlement to contain a proviso not to demise, &c. till portion payable;

and another proviso for ceasing the term on performance of the trusts, &c.

And a leasing power to husband and wife respectively and successively, with restrictions,

as to the term, person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy, so as upon every such lease there be reserved and made payable, during the continuance thereof, the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, rent, without fine, or other thing by way of fine or income, for or in respect of such lease or leases, and so as none of the said leases be made not *sans waste*; dispunishable of waste by any express words therein, and so as in every of the said leases there be contained a clause of re-entry for non-payment of the rent or rents to be thereby respectively reserved, and so as the lessee and lessees to whom such lease and leases shall be made, seal and deliver counterparts of such lease and leases. And this indenture farther witnesseth, and in consideration of the said intended marriage, and for making some farther provision for the children and issue of the said intended marriage, upon the several contingencies, and in manner herein after in that behalf mentioned, the said *Abel Ash* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *David Dun, George Gale, Martin Moyle* and *Peter Ash*, their executors, administrators and assigns, that in case the said intended marriage shall take effect, and that there shall be two, three or four children of him the said *Abel Ash* on the body of the said *Sarah* his intended wife to be begotten, which shall attain the age of seven years; then, and as any of the said cases shall happen (or so soon after as may be) the said *Abel Ash*, his heirs, executors or administrators shall and will transfer, or procure to be transferred in the said books of the said *South-sea* company, unto them the said *David Dun, George Gale, Martin Moyle* and *Peter Ash*, or the survivors or survivor of them, or such others on whom the trusts first herein before created shall or may devolve by virtue of these presents, and the proviso herein after in that behalf contained, such and so many more additional *South-sea* annuities, and at such times and in such proportions, and upon such intents and for such purposes, as are herein after in that behalf mentioned (over and above the said 10000 *l.* annuities so transferred, or provided and covenanted to be transferred as aforesaid); that is to say, when and so often as there shall be two such children which shall have attained the said age of seven years, or so soon after as may be, then 1000 *l.* more *South-sea* annuities; and when and so soon as there shall be three such children which shall have attained the said age of seven years, or so soon after as may be, then 1500 *l.* more of like annuities, besides the said 1000 *l.* and when and so soon as there shall be four such children which shall have attained the said age of seven years, then 500 *l.* more of like annuities, besides the said 1000 *l.* and 1500 *l.* And it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that the said several additional annuities of 1000 *l.* 1500 *l.* and 500 *l.* so covenanted to be transferred

The husband
covenants, in
case of two or
more children.

to transfer to
the trustees

more *South-sea*
annuities,

viz. in propor-
tion to the num-
ber of children,
who attain the
age of seven
years;

transferred upon the respective contingencies aforesaid, or such of them as shall become due and transferrable, according to the purport, true intent and meaning of these presents, and the covenant and agreement last herein before contained, are to be and shall be so transferred upon this special trust and confidence, that they the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or the survivors or survivor of them, or such others on whom the said trusts first herein before created shall and may devolve by virtue of these presents, shall and do, with the good-liking and approbation of the said *Abel Ash* and *Sarah* his intended wife, or the survivor of them, or the executors or administrators of such survivors, testified as aforesaid, when and so often after the said several additional *South-sea* annuities shall be respectively transferred as aforesaid, as a convenient purchase or purchases can be found, sell and dispose of the same additional annuities, or such of them as shall be so transferred, either together or in parcels, for the most monies and best price that can be reasonably had or gotten for the same; and shall and do thereupon, with all convenient speed, and with such approbation as aforesaid, lay out and dispose of the monies arising by such sale or sales, in one or more purchase or purchases of such and the like freehold messuages, lands, tenements or hereditaments as are first herein before mentioned, and thereupon settle, convey and assure, or cause and procure to be settled, conveyed and assured, all such messuages, lands, tenements or hereditaments so to be purchased as is last mentioned, to, for and upon such and the same or the like uses, trusts, intents and purposes, and under and subject to such and the same or the like powers, provisoes, limitations and agreements as are herein before limited, expressed and declared, or directed of and concerning the messuages, lands, tenements or hereditaments to be purchased with the monies arising by sale of the said 10000 *l.* annuities as aforesaid, or as near thereto as may be, and the deaths of persons will admit (save and except and exclusive of the said use and estate to the said *Sarah Strut* for her life as aforesaid) it being the true intent and meaning of these presents, and of all the said parties thereto, that no part of the premisses to be purchased with the monies arising by sale of the said additional annuities shall be limited to her the said *Sarah Strut* for her life. And it is hereby farther declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or the survivors or survivor of them, or such others on whom the trusts hereby created in relation to the said *South-sea* annuities shall or may devolve by virtue of these presents (with the consent and approbation of the said *Abel Ash* and *Sarah* his intended wife, or the survivor of them, or the executors or administrators of such survivor, testified as aforesaid) in the mean time, and before and until such purchase or purchases shall be respectively made as aforesaid, to sell and dispose of all or any part or parts of the said *South-sea* annuities, transferred and to be transferred as aforesaid, and from

Upon trust,

with approbation of husband and wife, or the survivor,

to sell,

and invest in a purchase,

and settle

upon like trusts, &c. *ut supra*,

as to the capital sum,

except the use for life to the wife.

Agreement that the trustees,

with consent *ut supra*, may, until a purchase be made, sell any or the *South-sea* annuities, and

place out the
money at in-
terest, &c.

subject to the
trusts,
and to *toties*
quoties.

Agreement, that
the profits in the
mean time shall
go as the pro-
fits of the lands,
when purcha-
sed.

Proviso for filling
up the number
of, or changing
trustees.

from time to time to lend and place out the monies arising by such sale or sales, or other disposition, as also any sum or sums of money which shall or may be paid, in, of, for or on account of the principal or the capital of the said annuities, or any part thereof, upon any publick or private security or securities at interest, or to lay out and invest the same or any part thereof in the purchase of stock in the bank of *England*, *South-sea* company or *East-India* company, or of *South-sea* annuities, or of other publick stocks or funds, with such approbation as aforesaid, and subject to the trusts afore-mentioned; and from time to time to call and receive in such monies so lent or placed out on securities as aforesaid, or to sell and dispose of such stocks, annuities or funds so to be purchased as aforesaid, or any part thereof, and again to lend, place out or invest the same monies or any part thereof in manner aforesaid, as often as they shall think fit, with such approbation as aforesaid, and subject to the respective trusts before mentioned. And it is hereby farther declared and agreed by and between all the said parties to these presents, that as to the said 7000*l.* *South-sea* annuities so transferred as aforesaid, in the mean time and until the same shall be sold and disposed of for the purposes aforesaid, and as to the said other *South-sea* annuities so to be respectively transferred as aforesaid, in the mean time from and after the same shall be so respectively transferred, and until the same shall be likewise sold and disposed of for the purposes aforesaid, and from and after all or any of the aforesaid several annuities shall be so sold and disposed of, and until the monies arising by such respective sales or sale, or other disposition, shall be laid out and invested in such respective purchase or purchases of messuages, lands, tenements or hereditaments so to be settled as aforesaid, all the clear yearly dividends, interest, profits and produce that shall be made of the same annuities and monies, every or any part thereof, or of any other stocks, annuities or funds, in the purchase whereof the said monies or any part thereof shall be laid out and invested as aforesaid, shall be from time to time paid to and received by such person or persons, as and to whom the rents and profits of the messuages, lands, tenements or hereditaments to be purchased as aforesaid (if purchased and settled) would for the time being belong or appertain by virtue of these presents, and the uses and limitations of the same premises respectively above-mentioned or directed. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that in case the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or any of them, shall happen to die, or be minded and desirous to quit and be discharged of and from the trusts hereby in them reposed as aforesaid, at any time or times before the said trusts shall be fully executed and performed, then and in any such case, and when and so often as the said *Abel Ash* and *Sarah* his intended wife, or the survivor of them, or the executors or administrators of such survivor, shall be minded to change the said trustees, or any of them, it shall and

may

may be lawful to and for the said *Abel Ash* and *Sarah* his intended wife, or the survivor of them, or the executors or administrators of such survivor, by any writing or writings under his, her or their hands and seals, or hand and seal, attested by two or more credible witnesses, to nominate, substitute or appoint any other person or persons to be trustee or trustees for the purposes aforesaid, in the place and stead of them the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or such of them who shall so happen to die, or be minded and desirous to quit and be discharged of and from the aforesaid trusts, and so from time to time as often as there shall be occasion, to nominate, substitute or appoint any other person or persons to be a trustee or trustees, in manner and for the purposes aforesaid, in the place and stead of the said present or any succeeding or other trustee or trustees, who shall so happen to die, or be desirous to quit and be discharged of and from the aforesaid trusts. And that when and so often as any new trustee or trustees shall be nominated or appointed as aforesaid, the said annuities or trust-monies, or so much thereof as shall be then undisposed of as aforesaid, and all security and securities for the same, or any part thereof, and all stocks or funds in which the same or any part thereof shall be then invested, shall be thereupon with all convenient speed assigned and transferred, so and in such sort as that the same shall be legally and effectually vested in the surviving or continuing former trustee or trustees, and in such new trustee or trustees, upon the trusts aforesaid; and that every such new trustee or trustees shall and may, from and after he or they shall be so nominated or appointed as aforesaid, act in the management, carrying on and execution of the several and respective trusts aforesaid, every or any of them, as fully and effectually in all respects, and to all intents and purposes, as if he or they had been originally in and by these presents nominated or appointed a trustee or trustees for the purposes aforesaid, any thing herein before contained to the contrary notwithstanding. And it is hereby farther declared and agreed by and between all the said parties to these presents, that the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or any of them, or any new or other trustee or trustees to be nominated or appointed as aforesaid, or any of them, their or any of their executors or administrators, shall not be charged or chargeable with or accountable for any more of the said trust-monies and premisses than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the same monies and premisses, or any part thereof, so as such loss happen without their wilful defaults; nor any one of them for the other or others of them, or for the acts, deeds, receipts or defaults, the one of the other or others of them, but each of them only for his own acts, deeds, receipts and defaults; and also that it shall and may be lawful to and for them the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, and such new and other trustee or trustees to be nominated or appointed as aforesaid, and each and every

The annuities, &c. to be transferred, &c. to the new trustees,

upon the same trusts

and with like powers.

Trustees to be accountable only for what they receive respectively, &c.

and may deduct their charges.

every of them, their, and each and every of their heirs, executors and administrators, in the first place by and out of the said trust-premises, to deduct and reimburse him and themselves respectively all such loss, costs, charges and expences, as he, they, or any of them shall respectively sustain, expend or be put unto, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. In witness whereof the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

No. 14.

Articles before the marriage, of a daughter of a freeman of London. Her father covenants to pay a sum, in lieu of all portions, the custom, &c. and the husband to pay the like sum. These monies to be invested by trustees in a purchase of lands to be settled, as in the margin. Directions for clauses in the settlement. Provision for placing the money at interest, till purchase made. Indemnity, &c. to the trustees. Eventual provisions for the wife, in different cases.

The parties.

Recital of a marriage intended, between the second and fourth party.

The woman's father covenants with the trustees to pay a sum for a portion,

in full of all portions, by settlement,

THIS indenture quadrupartite, made the fifth day of February anno Domini 1722, and in the ninth year of the reign of our sovereign lord George, &c. between Sir *Alfred Alkin* of *Betten* in the county of *Middlesex* knt. of the first part, *Denzil Due* of *Betten* aforesaid esq; of the second part, *Ezekiel Eldred* esq; son and heir apparent of Sir *Ezekiel Eldred* bart. and *Fulk Fish* of *London* merchant, of the third part, and *Gertrude Alkin* spinster, daughter of the said Sir *Alfred Alkin*, of the fourth part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Denzil Due* and the said *Gertrude Alkin*: now this indenture witnesseth, that the said Sir *Alfred Alkin*, in consideration of the said intended marriage, and of the covenants and agreements herein after contained on the part and behalf of the said *Denzil Due*, doth for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Ezekiel Eldred* and *Fulk Fish*, their executors and administrators, that in case the said intended marriage shall take effect, he the said Sir *Alfred Alkin*, his heirs, executors or administrators shall and will, immediately upon or before the solemnization thereof, well and truly pay, or cause to be paid, unto the said *Ezekiel Eldred* and *Fulk Fish*, their executors or administrators, the full and just sum of 4000 l. of lawful money of *Great Britain*, in full for the marriage-portion of the said *Gertrude*, and of all portion and portions, and other pro-

vision whatsoever, either in lands and tenements, or monies, which at any time or times heretofore have or hath been provided or agreed to be raised or settled, for or for the benefit of the said *Gertrude*, by the said *Sir Alfred Alkin*, by any deed or settlement whatsoever, or which she can or may have or claim, of, in, to or out of the estate of the said *Sir Alfred Alkin*, by virtue of the custom of the city of *London* whereof he is a freeman; which said sum of 4000 *l.* is to be disposed of and applied in such manner, and for such intents and purposes, as are herein after mentioned, expressed and declared, of and concerning the same.

or the custom of *London*,

to be applied as after mentioned.

And the said *Denzil Due*, in consideration of the said intended marriage, and of the said covenant and agreement herein before mentioned on the part and behalf of the said *Sir Alfred Alkin*, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Ezekiel Eldred* and *Fulk Fish*, their executors and administrators, that in case the said intended marriage shall take effect, he the said *Denzil Due*, his heirs, executors or administrators shall and will, immediately upon or before the solemnization thereof, well and truly pay, or cause to be paid, unto the said *Ezekiel Eldred* and *Fulk Fish*, their executors and administrators, the like sum of 4000 *l.* of lawful money of *Great Britain*, to be disposed of and applied in such manner, and for such intents and purposes, as are herein after mentioned, expressed and declared, of and concerning the same. And it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that the said several sums of 4000 *l.* and 4000 *l.* (making together the sum of 8000 *l.*) so covenanted and agreed to be paid to the said *Ezekiel Eldred* and *Fulk Fish*, their executors or administrators as aforesaid, are to be so paid to them upon this special trust and confidence, and to the intent that they the said *Ezekiel Eldred* and *Fulk Fish*, or the survivor of them, or the executors or administrators of such survivor shall and do (with the good-liking and approbation of the said *Sir Alfred Alkin* and *Denzil Due*, or their respective executors or administrators) forthwith, or so soon as conveniently may be after the solemnization of the said intended marriage, lay out and dispose of the same in a purchase or purchases of freehold messuages, lands, tenements or hereditaments of an estate of inheritance in fee simple in possession, in some convenient place or places within that part of *Great Britain* called *England*, and thereupon settle, convey and assure, or cause and procure to be settled, conveyed and assured, all such messuages, lands, tenements or hereditaments so to be purchased as aforesaid, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the provisos, limitations and agreements herein after mentioned, expressed and declared, of and concerning the same; that is to say, to the use of the said *Denzil Due* during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate,

The husband covenants with the trustees to pay them the like sum, to be applied as after mentioned;

viz. to be laid out in a purchase of lands, &c.

to be settled to the use of the husband for life, *sans waste.*

then

Then to trustees, to preserve,
&c.

Then to the use of the wife for life, for jointure, in bar of dower,

and of her distributory share, and of the custom of London

(except as after, and his will);

then to the first and other sons of the marriage in tail male successively;

then to the daughters of the marriage in tail, as tenants in common,

then to the use of trustees (to be for that purpose named) and their heirs, during the life of the said *Denzil Due*, upon trust to support and preserve the contingent uses and estates herein after limited or mentioned from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require, but nevertheless to permit and suffer the said *Denzil Due* and his assigns, during his natural life, to receive and take the rents and profits thereof, to and for his and their own use and benefit; and from and after his decease, then to the use and behoof of the said *Gertrude* his intended wife, for and during the term of her natural life, in full for her jointure, and in bar and satisfaction of her dower and thirds at common law, which she can or may have or claim, of, in, to or out of all or any of the messuages, lands or hereditaments, whereof the said *Denzil Due* her intended husband now is, or during the coverture between them shall be, seised of any estate of freehold and inheritance; and also in lieu, bar and satisfaction of and for all such part, share or interest, as she the said *Gertrude* can or may have or claim, of, in, to or out of the personal estate of the said *Denzil Due*, by virtue of the statute for distribution of intestates estates, or the custom of the city of *London*, or otherwise howsoever (except what she may have or claim by virtue of the three several and respective provisoes herein after contained, and also except such part or parts of his estate as he the said *Denzil Due* shall freely and voluntarily give her by his last will and testament, or otherwise); and from and after the several deceases of them the said *Denzil Due* and *Gertrude* his intended wife, and the decease of the survivor of them, then to the use and behoof of the first son of the body of the said *Denzil Due* on the body of the said *Gertrude* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and of all and every other the son and sons of the body of the said *Denzil Due* on the body of the said *Gertrude* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body always to be preferred and to take before the younger of such son and sons and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use and behoof of all and every the daughter and daughters of the body of the said *Denzil Due* on the body of the said *Gertrude* his intended wife lawfully to be begotten, to be equally divided between them (if more than one) share and share alike, as tenants in common and not as joint-tenants, and of the several and respective heirs of the body and bodies of all and every such daughter and daughters; and in case one or more of such daughters shall happen to die without issue of her or their body

or

or bodies, then as to the share and shares of her or them sodying without issue, to the use and behoof of the survivors or others of them, share and share alike, as tenants in common, and not as joint-tenants, and of the several and respective heirs of the body and bodies of such survivors, or others of them; and if all the said daughters but one shall happen to die without issue of their bodies, or if there shall be but one such daughter, then to the use of such only daughter, and of the heirs of her body; and for default of all such issue, then to the use and behoof of the said *Denzil Due*, and of his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. In which said settlement shall be contained a proviso or power for the said *Denzil Due* at any time during his life, and after his decease to and for the said *Gertrude Alkin* his intended wife, at any time during her life, by indenture under their respective hands and seals, to make leases of the premises so to be purchased as aforesaid, or any part thereof, to any person or persons, for any term or number of years not exceeding twenty-one years, in possession, and not in reversion, remainder or expectancy; so as upon every such lease there be reserved and made payable during the continuance thereof respectively the most and best improved yearly rent that can be reasonably had or gotten for the same, without taking any sum or sums of money, or other things by way of fine or income, for or in respect of such lease or leases; and so as none of the said leases be made dispunishable of waste, by any express words therein; and so as in every such lease there be contained a clause of re-entry for non-payment of the rent or rents to be thereby reserved, and so as counterparts be taken of such lease and leases. And it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Ezekiel Eldred* and *Fulk Fish*, and the survivor of them, and the executors and administrators of such survivor, in the mean time and until the said sum of 8000 *l.* shall be laid out in a purchase or purchases as aforesaid, from time to time to lend and place out the same, or any part thereof, upon any publick or private security or securities, at interest, or lay out and invest the same or any part thereof in the purchase of stock in the Bank of *England*, *South-sea* company or *East-India* company, with the good-liking and approbation of the said *Sir Alfred Alkin* and *Denzil Due*, or their respective executors or administrators, and from time to time to call in such monies so lent or placed out on securities as aforesaid, or sell or dispose of such stock so to be purchased as aforesaid, or any part thereof, and again to lend, place out or invest the same, or any part thereof, in manner aforesaid, as often as they shall think fit, with such approbation as aforesaid. And it is hereby farther declared and agreed by and between all the said parties to these presents, that in the mean time and until the said sum of 8000 *l.* shall be laid out in a purchase of messuages, lands, tenements or hereditaments as aforesaid, all the interest, proceed and produce that shall be made thereof,

with cross remainders;

then to the husband in fee.

The settlement to contain a leasing power to husband and wife successively.

with restrictions as to rent,

sans fine,

not *sans waste*.

A clause of re-entry, for non-payment of rent.

Agreement, that in the mean time the trustees may place the money at interest, &c.

with approbation, &c.

The produce to go as the rents of lands, when purchased.

Trustees not accountable for more than they receive, nor with losses, without wilful default ;

nor one for the other.

Trustees may deduct their expences, &c.

If the husband die, living the wife, *sans issue* living, &c.

she may claim a third of the money, land, &c.

of which he dies seised, &c. (with exception.)

If the husband die, living the wife,

shall be from time to time paid to and received by such person or persons, as and to whom the rents and profits of the premises so to be purchased as aforesaid (if purchased) would for the time being belong or appertain, by virtue of the uses and limitations above-mentioned. And it is hereby farther declared and agreed by and between all the said parties to these presents, that the said *Ezekiel Eldred* and *Fulk Fish*, their executors or administrators, or any of them, shall not be charged or chargeable with or accountable for any more monies than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the said monies or any part thereof, so as the same happen without their wilful default, nor the one of them for the other of them, or for the acts, deeds, receipts or disbursements, the one of the other, but each of them only for his own acts, deeds, receipts and disbursements. And also that it shall and may be lawful to and for the said *Ezekiel Eldred* and *Fulk Fish*, their heirs, executors and administrators, and every of them, in the first place, by and out of the premises to deduct and reimburse themselves all such loss, costs, damages and expences, as they and every or any of them shall sustain or be put unto, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. Provided always, and it is hereby farther declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case the said intended marriage shall take effect, and the said *Denzil Due* shall happen to die in the life-time of the said *Gertrude Alkin* his intended wife, and that there be no issue between them living or in *ventra sa mere* at the time of his decease which shall be afterwards born alive, then and in such case she the said *Gertrude* shall and may have, claim and enjoy, to her, her heirs, executors and administrators respectively, to and for her and their own respective use and benefit (over and above her aforesaid jointure) one full third part (the whole in three equal parts to be divided) not only of the said principal sum of 8000*l.* or the lands and tenements to be purchased therewith, from and after the decease of the said *Gertrude*, but also of all and every other the lands, tenements and hereditaments, monies, goods, chattels and personal estate, which the said *Denzil Due*, or any other in trust for him, shall be seised or possessed of, or intitled unto at the time of his decease (except his messuages, lands and tenements at *Hock* in the county of *Kent*, whereof he is now seised or possessed for his life, with divers remainders over, by virtue of a settlement made thereof by *Lewis Due* gent. deceased, late uncle of the said *Denzil Due*). Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case the said intended marriage shall take effect, and the said *Denzil Due* shall happen to die in the life-time of the said *Gertrude* his intended wife,

wife, and that there shall be issue between them only one child or two children, and no more living or in *ventre sa mere* at the time of his decease, and which shall be afterwards born alive, then and in such case she the said *Gertrude* shall and may have, claim and enjoy, to her, her heirs, executors and administrators respectively, to and for her and their own respective use and benefit (over and above her aforesaid jointure) one third full part (the whole in three equal parts to be divided) of all and every the lands, tenements and hereditaments, monies, goods, chattels and personal estate which the said *Denzil Due*, or any others in trust for him, shall be seised or possessed of or intitled unto at the time of his decease (except the said principal sum of 8000 *l.* and the remainder and inheritance of the messuages, lands, tenements or hereditaments so to be purchased as aforesaid, expectant on the death of the said *Gertrude*; and also except his said messuage, lands and tenements at *Hock* aforesaid). Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case the said intended marriage shall take effect, and the said *Denzil Due* shall happen to die in the life-time of the said *Gertrude* his intended wife, and that there shall be issue between them three or more children living, or in *ventre sa mere* as aforesaid, at the time of his decease, then and in such case she the said *Gertrude* shall and may claim and enjoy, to her, her heirs, executors and administrators respectively, to and for her and their own respective use and benefit (over and above her aforesaid jointure) only one full fifth part (the whole in five equal parts to be divided) of all and every the lands, tenements and hereditaments, monies, goods, chattels and personal estate, which the said *Denzil Due*, or any other in trust for him, shall be seised or possessed of or intitled unto at the time of his decease (except the said principal sum of 8000 *l.* and the remainder and inheritance of the messuages, lands, tenements or hereditaments so to be purchased as aforesaid, expectant on the death of the said *Gertrude*; and also except his said real estate at *Hock* aforesaid). And the said *Denzil Due* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Ezekiel Eldred* and *Fulk Fish*, their executors and administrators, that as any of the contingencies in the said three several last mentioned provisoes expressed shall happen to arise, the heirs, executors and administrators of him the said *Denzil Due* shall and will thereupon convey, assign and make over unto and to the use of, or in trust for the said *Gertrude Alkin*, her heirs, executors and administrators respectively, a third part or a fifth part (as the case may be) of such his said real and personal estate as aforesaid (except as in the said respective provisoes is excepted or mentioned to be excepted respectively). In witness, &c.

and there be only one or two children,

she shall have a third of his money and lands,

except the before excepted, and the purchased lands, or money to be invested, &c.

If the husband die, living the wife, and there be three or more children,

she shall have a fifth, &c.

except as last before.

The husband covenants,

that as any of the three contingencies take place, his heirs, &c. shall convey, &c. accordingly.

No. 15.

A conveyance before marriage by the intended wife, to the husband and his trustee, of a mortgage in fee, in part of her portion.

The parties.

Indentures of
lease and release
recited;

whereby ground
and messuages,
&c.

General words.

THIS indenture made, &c. between dame *Anne Ash* of *Bruton* in the county of *Cambridge*, of the one part, and *Dennis Dent* of, &c. esq; and *Edmund Ellis* of *London*, esq; of the other part. Whereas by indenture of lease and release, the lease bearing date the fifth, and the release the sixth day of *August* which was in the year of our Lord 1725, the release being quadrapartite, and made or mentioned to be made between *Francis Fell* the elder, of *Getten* in the county of *Huntingdon* builder, and *Joan* his wife, and *Francis Fell* the younger, of *Kirkall* in the said county of *Huntingdon* gent. eldest son and heir apparent of the said *Francis Fell* the elder, of the first part, *Lewis Lant* of *Marran* in the county of *Cambridge* brick-maker, of the second part, *Nabum Norris* late of *Orwend* in the said county of *Huntingdon*, and then of *Purrow* in the same county yeoman, of the third part, and the said dame *Anne Ash*, of the fourth part, all that garden or piece of ground inclosed with a brick wall, containing by estimation two acres, more or less, then or then late in the occupation of *Richard Roll*, abutting south-east on a slip of ground then in the possession of the said *Francis Fell* the elder, north on *Samsfield*, east on a piece of arable land sold to *Titus Treby*, and then in the tenure of the said *Richard Roll*, and west upon the high way leading to *Vam*, with the two coach-houses and two stables lately built thereon, then or then late in the possession of *William Wall*, esq; and also all that piece or parcel of ground containing three roods, be the same more or less, being part of half an acre formerly in the tenure of *Xerxes Xoll*; and also all those several messuages or tenements, buildings and premisses by the said *Francis Fell* erected and built, and then erecting and building; (that is to say) all that messuage or tenement and stable then or then late in the tenure or occupation of *Zacheus Zouch*, and then late in the occupation of *Andrew Allen*, and thentofore of *Bernard Bray*; and all that messuage or tenement then or then late in the tenure or occupation of *Charles Crew* [here follow more parcels]; and all those two small messuages or tenements then begun and then in building, and all and every the buildings, out-houses, yards, gardens, courts, ways, paths, passages, waters, water-courses, lights, easements, profits, commodities, emoluments and appurtenances whatsoever, to all and singular the said premisses, or any part or parcel thereof belonging or appertaining, or therewith held, used, occupied or enjoyed, as part, parcel or member thereof, or appurtenant thereunto; all which said premisses are situate, lying and being in *Getten* aforesaid in the said county of *Huntingdon*; and also all other the
freehold

freehold messuages, lands and tenements, ground and hereditaments whatsoever, of him the said *Francis Fell* the elder or *Francis Fell*, the younger, or whereof or wherein any person or persons, in trust for him the said *Francis Fell* the elder or *Francis Fell* the younger, then was or were seised, situate, lying or being in the fields, precincts, territories, liberties, or parish of *Getten* in the county of *Huntingdon*, and all ways, waters, water-courses, lights, easements, commons, privileges, profits, emoluments, commodities, hereditaments and appurtenances whatsoever, to all and singular the said premisses belonging or in any wise appertaining, or therewith then or at any time thenceforth usually held, occupied or enjoyed, or accepted, reputed, deemed or taken, as part, parcel or member thereof, or appertaining thereunto; and the reversion and reversions, remainder and remainders, rents, issues and profits, and all the estate, right, title, interest, use, possession, trust, property, benefit, claim and demand whatsoever, of them the said *Lewis Lant*, *Nahum Norris*, *Francis Fell* the elder and *Joan* his wife, and *Francis Fell* the younger, of, in, to or out of the said premisses, or any part thereof (except as therein is excepted) were for the consideration of 5000*l.* by the said dame *Anne Ash* paid, as in the said indenture of release is mentioned, granted and conveyed to the said dame *Anne Ash* and her heirs, to the use of the said dame *Anne Ash* and her heirs, subject to a proviso or agreement for the redemption of the premisses, on payment of the said principal sum of 500*l.* with interest, unto the said dame *Anne Ash*, her executors or administrators, at the days and times in the said indenture of release mentioned. And whereas by several indorsements made upon the said indenture of release all and singular the premisses are charged with the payment of the farther sum of 800*l.* and interest to the said dame *Anne Ash*, her executors or administrators, so that the principal sum of 5800*l.* with interest by the said recited mortgage is secured to the said dame *Anne Ash*; And whereas there is a marriage by the grace of God shortly hereafter intended to be had and solemnized between the said *Dennis Dent* and the said dame *Anne Ash*, and it hath been agreed, that in case the said intended marriage shall take effect, the said *Dennis Dent* shall have and receive all the money due and to grow due upon the said recited mortgage, as part of the marriage-portion of the said dame *Anne Ash*: Now this indenture witnesseth, That the said dame *Anne Ash*, for and in consideration of the said intended marriage, and of the sum of 5*s.* by the said *Dennis Dent* and *Edmund Ellis* to the said dame *Anne Ash* in hand paid, the receipt whereof the said dame *Anne Ash* doth hereby acknowledge, and for divers other good causes and considerations the said dame *Anne Ash* thereunto moving, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said *Dennis Dent* and *Edmund Ellis*, in their actual possession now being, by virtue of at bargain and sale to them thereof made for one whole

were mortgaged in fee to the wife.

Recital of farther charge by indorsement.

Recital of the intended marriage, and that 'tis agreed the husband shall receive the mortgage-money, in part of portion. The consideration.

The wife releases, &c. the premisses to the husband, as his trustee.

Bargain, &c. for
a year mention-
ed.

Habendum in fee,

in trust for the
wife till the
marriage, &c.

year by the said dame *Anne Ash*, by indenture bearing date the day next before the day of the date of these presents, and by force of the statute made for transferring uses into possession) and to their heirs, all and singular the said pieces and parcels of garden-ground, and other the ground, messuages or tenements, coach-houses, stables, erections, buildings, tenements and hereditaments (except before excepted) and all other the messuages, lands and tenements (if any other there be) which in and by the said indentures of lease and release before-mentioned or recited were conveyed, or intended to be conveyed to the said dame *Anne Ash*, and her heirs as aforesaid; to have and to hold the said pieces and parcels of garden-ground, and other ground, messuages, buildings, lands, tenements, hereditaments and premises hereby granted, bargained, sold or released, or intended so to be, unto the said *Dennis Dent* and *Edmund Ellis*, and their heirs and assigns, to the use of the said *Dennis Dent* and *Edmund Ellis*, and the heirs of the said *Dennis Dent*; in trust nevertheless for the said dame *Anne Ash*, her heirs, executors and administrators, until the solemnization of the said intended marriage; and from and after the solemnization of the said intended marriage, in trust for the sole use and benefit of the said *Dennis Dent*, his heirs, executors and administrators, discharged of any trust to or for the benefit of the said dame *Anne Ash*, her heirs, executors or administrators; and to the intent that the said *Dennis Dent*, his executors or administrators, shall and may have and receive all the principal and interest due and to grow due upon the said mortgage or security. In witness, &c.

No. 16.

Articles of separation between husband and wife. The husband demises lands to her trustee, to secure her a certain yearly sum for a separate maintenance, with augmentation on the death of his father and mother. Her trustee covenants to indemnify the husband against her debts, &c.

The parties.

Recital that the
husband and wife
have resolved to
live separate;

THIS indenture made the second day of July anno Domini 1723, and in the ninth year of the reign of our sovereign lord George, &c. between *Charles Austin* esq; son and heir apparent of Sir *Benjamin Austin* of Arnton in the county of Bucks baronet, and *Bona Austin*, wife of the said *Charles Austin*, of the one part, and *George Gregg* of Harne in the county of Kent esq; of the other part. Whereas the said *Charles Austin* and *Bona* his wife, for divers weighty causes and considerations them thereunto moving, are come to a full and final resolution to live separate and apart from each other, and no longer to dwell and cohabit together: and whereas in consideration of the premises, and of the covenant

covenant and agreement of the said *George Gregg* herein after contained on behalf of the said *Bona Austin* his sister, he the said *Charles Austin* hath undertaken and agreed to pay and allow unto or for the use of the said *Bona* his wife, for her sole and separate use and maintenance, the yearly sum of 400 *l.* of lawful money of *Great Britain*, during so long time as they the said *Charles Austin* and *Bona* his wife shall live separate and apart from each other; and also the farther yearly sum of 100 *l.* of like money for the use and purpose aforesaid, from and after the decease of the said *Sir Benjamin Austin* and dame *Anne* his now wife; both the same yearly sums to be paid and secured at such times and in such manner as is herein after mentioned and expressed: now this indenture witnesseth, that in pursuance of the said recited agreement, and for and in consideration of the sum of 5 *s.* of lawful money of *Great Britain*, to the said *Charles Austin* in hand paid by the said *George Gregg*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Charles Austin* hath granted, bargained, sold and demised, and by these presents doth grant, bargain, sell and demise unto the said *George Gregg*, his executors, administrators and assigns, all that capital messuage or mansion-house, with the gardens, orchards, and other appurtenances thereunto belonging, or therewith now or heretofore used or enjoyed, in the parish of *Keinton* in the said county of *Bucks*; and all those several closes of land, meadow or pasture-ground in *Keinton* aforesaid, called or known by the several names of *Loke*, *Murton*, *Nuttar* and *Orwend* [*here follow more parcels*] together with all houses, lands, rents, profits, commodities and appurtenances to the said last mentioned premises or any of them belonging, or therewith used or enjoyed: and also all those messuages, farms, lands, tenements and hereditaments called *Purrow* and *Quenn*, with their appurtenances, in *Raab* or elsewhere in the said county of *Bucks*; and all other the lands, tenements and hereditaments of the said *Charles Austin* in *Raab* aforesaid, with their and every of their appurtenances; (all which premises are now of the yearly rent or value of 700 *l.* and upwards) and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof (except before excepted); to have and to hold the said bartons, farms, messuages, lands, tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances (except before excepted) unto the said *George Gregg*, his executors, administrators and assigns, from the feast-day of the annunciation of the blessed *Virgin Mary* last past before the date hereof, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next ensuing, and fully to be compleat and ended, if they the said *Charles Austin* and *Bona* his wife shall both of them so long live, upon the trust, and to and for the intents and purposes herein after mentioned, expressed and declared, of and concerning the same; that is to say, upon trust,

and that the husband has agreed to pay her a separate maintenance,

during their separation, and a farther yearly sum after the death of his father and mother.

The consideration.

The demise to her trustee.

The parcels.

More parcels.

Habendum

to the trustee for a long term, if husband and wife so long live;

upon trust, and

out of the rents,
&c.

to pay the sepa-
rate maintenance
by quarterly pay-
ments.

Her receipt to be
sufficient.

And (after the
death of (either
and mother) to
pay the addition-
al annuity,

in like manner;

and upon farther
trust, to permit
the husband to
receive the over-
plus of the rents,
&c.

and to the intent and purpose, that he the said *George Gregg*, his executors, administrators and assigns, shall and do from time to time, yearly and every year, during so long time as they the said *Charles Austin* and *Bona* his wife shall live separate and apart from each other, by and out of the rents, issues and profits of the said bartons, farms, lands, hereditaments and premises (except as aforesaid) in the first place pay, or cause to be paid, the yearly sum of 400*l.* of lawful money of *Great Britain*, free of all taxes and deductions whatsoever, on the four most usual feast or days of payment in the year, that is to say, the feasts of the nativity of Saint *John* the baptist, Saint *Michael* the archangel, the birth of our Lord Christ, and the annunciation of the blessed Virgin *Mary*, by even and equal portions, unto such person or persons, and for such uses and purposes, as she the said *Bona Austin* shall from time to time, notwithstanding her coverture, by any note or writing under her hand direct or appoint. And in default of, and until such direction or appointment, to the proper hands of her the said *Bona*, for her sole and separate use and benefit; whose receipt under her hand shall from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who shall so pay the same, for so much of the said yearly sum of 400*l.* for which such receipt shall be given; the first payment thereof to begin and be made on the feast-day of the nativity of Saint *John* the baptist next ensuing the date hereof. And upon this farther trust, that he the said *George Gregg*, his executors, administrators and assigns, shall and do, from and after the decease of the said Sir *Benjamin Austin* and dame *Anne* his wife, and the survivor of them, yearly and every year, during so long time as they the said *Charles Austin* and *Bona* his wife shall live separate and apart from each other as aforesaid, by and out of the rents, issues and profits of the aforesaid premises, pay, or cause to be paid, on the four feasts or days of payment aforesaid, the farther yearly sum of 100*l.* of like money (over and above the aforesaid yearly sum of 400*l.*) by even and equal portions, free of all taxes and deductions whatsoever, unto or in trust for her the said *Bona Austin*, for her sole and separate use and benefit, in the like manner as the said yearly sum of 400*l.* is herein before appointed to be paid; the first payment of the said yearly sum of 100*l.* to begin and to be made on such of the aforesaid feasts or days of payment as shall first and next happen after the decease of the survivor of them the said Sir *Benjamin Austin* and dame *Anne* his wife. And upon this farther trust, that he the said *George Gregg*, his executors, administrators and assigns, shall and do, during the continuance of the said term of ninety-nine years determinable as aforesaid, permit and suffer the said *Charles Austin* and his assigns to receive and take the residue and overplus of the rents, issues and profits of the aforesaid premises, over and above the said respective yearly sums of 400*l.* and 100*l.* to and for his and their own use and benefit. And the said *Charles Austin* doth hereby for himself, his heirs, executors

executors and administrators, covenant, promise, grant and agree, to and with the said *George Gregg*, his executors, administrators and assigns, in manner following; that is to say, that the said bartons, farms, messuages, lands, tenements and premises, shall and may from time to time remain, continue and be, unto the said *George Gregg*, his executors, administrators and assigns, for and during all the said term of ninety-nine years determinable as aforesaid, upon such trusts, and to and for such intents and purposes as are herein before mentioned and expressed, without the let or interruption of him the said *Charles Austin*, or any claiming under him. And that he the said *Charles Austin* shall and will at any time hereafter, at the request, costs and charges of the said *George Gregg*, his executors or administrators, make, do or execute any farther or other lawful act, deed or thing, for the better corroborating of the said presents, according to the true intent and meaning thereof. And the said *George Gregg*, in consideration of the premises, doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Charles Austin*, his executors and administrators, that he the said *George Gregg*, his heirs, executors or administrators, shall and will from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said *Charles Austin*, his executors and administrators, and his and their estate, of, from and against all such debts and sums of money for maintenance, or any other account whatsoever, as she the said *Bona Austin* hath already contracted or doth owe, or at any time whilst she shall live separate and apart from the said *Charles Austin*, and enjoy the said respective yearly sums of 400 l. and 100 l. in manner aforesaid, shall contract or owe to any person or persons whomsoever. In witness, &c.

The husband covenants for quiet enjoyment.

and for farther assurances.

The trustee covenants to indemnify the husband, &c. against debts, &c. of the wife.

*Articles before the marriage of a freeman of London, No. 17.
a widower, who has a son living by a former wife.
The husband covenants that his personal estate shall be liable to the custom, and that he will not make a purchase to defeat it. There are other special circumstances mentioned in the margin.*

THIS indenture tripartite, made the ninth day of February 1727, and in the first year of the reign, &c. between *Adam Aston* the elder, citizen and ironmonger of London, of the first part, *Barnaby Bell* the elder of London esq; of the second part, and *Celia Cary* of London spinster, daughter of *Daniel Cary*, late citizen and ironmonger of London, deceased, of the third part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Adam Aston* and the said *Celia Cary*. And whereas the estate and fortune of the

The parties.

The intended marriage recited.

And that her fortune consists in freehold, leasehold, money, &c.

A release of this date recited,

and common recovery agreed to be suffered; whereby the freeholds are to be settled (after the marriage)

to the use of the husband and another in fee, in trust for the husband in fee, as part of her portion;

and that by the marriage he will be intitled to the leasehold and personal estate; and that the second party has agreed to advance a sum of money, in addition to her portion.

The consideration.

The husband covenants

that his personal estate at his death,

the said *Celia Cary* consists partly in some freehold messuages or tenements, ground-rent and hereditaments in the parish of *St. Mary le Bow London*, and partly in a leasehold messuage or tenement in or near *Eastcheap London*, and partly in plate, monies, household-goods, and other personal estate. And whereas by indentures of lease and release, the lease bearing date the day next before the day of the date hereof, and the release being quadrupartite bearing even date herewith, and made or mentioned to be made between the said *Celia Cary* and *Fulk Cary* her brother, eldest son and heir of the said *Daniel Cary*, of the first part, the said *Barnaby Bell* of the second part, the said *Adam Aston* of the third part, and *Gregory Aston*, citizen and ironmonger of *London*, of the fourth part, and common recovery in the same release agreed to be suffered, in consideration of the said intended marriage, and for other the considerations in the same indentures mentioned, the said freehold messuages or tenements, hereditaments and premises are settled and conveyed, or mentioned or intended or agreed to be settled and conveyed to the use of the said *Celia Cary* and her heirs, until the said intended marriage shall be had and solemnized, and from and after the solemnization thereof, then to the use and behoof of the said *Adam Aston* and *Gregory Aston*, and of their heirs and assigns for ever; in trust as to the estate of the said *Gregory Aston*, for and for the only benefit of the said *Adam Aston*, and of his heirs and assigns for ever, for and as in part of the marriage-portion of the said *Celia* his intended wife; and whereas upon and by virtue of the said intended marriage the said *Adam Aston* will have and be intitled to the said leasehold messuage and premises, and all other the personal estate of the said *Celia Cary*. And whereas in prospect and consideration of the said intended marriage the said *Barnaby Bell* hath agreed to pay and advance to the said *Adam Aston*, upon or before the solemnization of the said intended marriage, the sum of 200*l.* of lawful money of *Great Britain*, as an addition to the portion or fortune of the said *Celia Cary*, who is a kinswoman of the wife of the said *Barnaby Bell*: now this indenture witnesseth, that in consideration of the said intended marriage, and of the said freehold and leasehold and personal estate of the said *Celia Cary*, which the said *Adam Aston* is to have and will be intitled unto upon the said intended marriage, for and as the portion of the said *Celia* his intended wife, in manner aforesaid, and of the said sum of 200*l.* to be paid by the said *Barnaby Bell* as an addition to the portion of her the said *Celia* as aforesaid, and for making some certain provision for the said *Celia Cary*, and the children and issue of the said intended marriage, the said *Adam Aston* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Barnaby Bell*, his executors and administrators, in manner following; that is to say, that in case the said intended marriage shall take effect, all the personal estate of him the said *Adam Aston*, whereof he shall be possessed, or whereunto he shall be intitled at the time of his

decease,

decease, shall, with respect to and for the benefit and advantage of the said *Celia* his intended wife, and such child or children and issue as she shall have by him the said *Adam Aston* her intended husband, be and remain at all times subject to and distributable according to the ancient custom of the city of *London* (to which custom the personal estate of him the said *Adam Aston* is now subject, he having a son now living by *Harriot* his late wife); and that she the said *Celia Cary*, and such her said child or children and issue, as she shall have by him the said *Adam Aston* her intended husband, shall and may have, claim, take and enjoy, to and for her and their own respective use and benefit, such and the like part and parts, share and shares, and proportions, and other privileges and advantages, by, from and out of all and every the said personal estate of him the said *Adam Aston*, as she the said *Celia*, and such her said child or children, and issue by him as aforesaid, and every or any of them respectively can, shall or may, or could, should or might have, claim, take or enjoy thereout, or out of any part thereof, by virtue of the aforesaid ancient custom, as the widow, child or children of a freeman of the said city of *London*; and that as fully and effectually, to all intents and purposes, without fraud or covin, as the widow and children of freemen of the said city (whose personal estates are subject to the said custom) can, may or ought in the like case to have, claim, take and enjoy, by, from and out of the personal estates of their respective husbands and fathers. And farther, that he the said *Adam Aston* shall not nor will, at any time or times hereafter, lay out or invest any part or parts of his monies or personal estate in the purchase of freehold or copyhold messuages, lands, tenements or hereditaments, or of any estate or estates for life or lives, with an intent to defeat or overthrow the said ancient custom of the said city of *London* to the prejudice of the said *Celia* his intended wife, and such her said child or children, and issue by him the said *Adam Aston* as aforesaid, or any of them. And moreover, that in case he the said *Adam Aston* shall at any time or times during his natural life lay out or invest all or any part of the monies or personal estate, whereof or whereto he, or any person or persons in trust for him, is, are, or shall be possessed or intitled in the purchase of freehold or copyhold messuages, lands, tenements or hereditaments, or of any estate or estates for life or lives, either in his own name, or in the name or names of any other person or persons in trust for him; or in case the said freehold messuages, ground and hereditaments in the said parish of *St. Mary le Bow* shall not be sold and converted into monies in the life-time of him the said *Adam Aston*; then, and in both or either of the said cases, she the said *Celia Cary*, and such her said child or children, and issue by him the said *Adam Aston* as aforesaid, and every of them respectively shall and may be intitled unto, and have, claim and enjoy, to and for her and their own respective use and benefit, such

with respect to her and their children, shall be distributable according to the custom of *London*, he having a son by a former wife;

and that he will not invest any part in a purchase, to defeat the custom;

and that if he invests any part in a purchase,

or in case the settled freeholds be not sold in his life-time, she and their children shall have the same,

as they might
have the money,
&c. if not in-
vested,

or if the settled
estate had been
sold.

The husband
covenants to
convey accord-
ingly.

The trustee (the
wife's friend)
covenants to
pay the addi-
tional portion.

such and the like part and parts, share and shares, interest, claim, benefit and advantage in all respects, of, into and out of all and every such messuages, lands, tenements, hereditaments, estate or estates so to be purchased, or remaining unsold and not converted into monies as aforesaid, as she the said *Celia Cary*, and such her said child or children, and issue by him the said *Adam Aston*, and every or any of them respectively should or would have been intitled unto, or could have had, claimed or enjoyed by virtue of the said custom of *London*, and the covenants and agreements herein before contained, of, into or out of the monies or personal estate so to be laid out or invested as aforesaid, in case the same had been and remained personal estate at the time of the decease of him the said *Adam Aston*, or of, into or out of the monies which might have arisen by sale of the said premises in the said parish of *St. Mary le Bow*, in case the same had been sold and converted into monies in the life-time of him the said *Adam Aston*; and that he the said *Adam Aston* shall and will in either of the said cases accordingly give and leave, or otherwise effectually convey such part and parts, share and shares, interest, benefit and advantage, of and in the premises so to be purchased, or to remain unsold as aforesaid, unto her the said *Celia Cary*, and such her said child or children, and issue respectively, and their respective heirs, to and for her and their own respective use and benefit. And in consideration of the said intended marriage, and of the covenants and agreements herein before contained on the part of the said *Adam Aston*, the said *Barnaby Bell* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Adam Aston*, his executors, administrators and assigns, that in case the said intended marriage shall take effect, he the said *Barnaby Bell*, his heirs, executors or administrators shall and will, upon or before the solemnization thereof, well and truly pay, or cause to be paid, unto the said *Adam Aston*, his executors, administrators or assigns, to and for his and their own use and benefit, the sum of 200*l.* of lawful money of *Great Britain*, as an addition to the marriage-portion of the said *Celia Cary* his intended wife. In witness, &c.

Marriage-articles between a citizen of London (since No. 18. the act concerning freemens estates) and a widow and her trustees. Her leaseholds, East-India bonds, South-Sea stock and annuities, plate and jewels, settled to be at her disposal: he to take the profits during their joint-lives, toward house-keeping. She and their children to have the benefit of the custom of London notwithstanding the act.

THIS indenture tripartite, made the tenth day of December anno Domini 1725, and in the twelfth year of the reign, &c. between *Arabella Austin* of *Greenwich* in the county of *Kent* widow and relict of *Arthur Austin* late citizen and mercer of *London* deceased, and sole executrix of his last will and testament, and residuary legatee and devisee therein named, of his real and personal estate of the first part, *Barnaby Bush* citizen and leatherfeller of *London*, of the second part, and *Charles Cust*, also citizen and leatherfeller of *London*, and *David Dell* the elder, citizen and merchant-taylor of *London*, of the third part. Whereas the said *Arabella Austin*, or some other person or persons in trust for her, is and standeth, or are and stand possessed and interested for the residue of a certain term for forty years, which commenced on or about the feast of the annunciation of the blessed *Virgin Mary* which was in the year of our Lord 1711, of and in one messuage or tenement with the appurtenances, situate, standing and being within the precinct of the churchyard of the cathedral-church of *St. Paul* in *London*, near the west-end of the said cathedral in the parish of *St. Gregory London*, and some time heretofore called or known by the name of the *Artichoke*, heretofore in the tenure or occupation of *Edmund Ent*, but now or late of *Francis Full* mercer, or his assigns, lessees or under-tenants (which said messuage or tenement is held of the dean and chapter of *St. Paul*, at and under the yearly rent of 10*l.* and for the residue of a like term of forty years commencing as aforesaid, of and in one other messuage or tenement, with the appurtenances, situate, standing and being near the west-end of the said cathedral-church, in the said parish of *St. Gregory London*, and some time in the tenure or occupation of the said *Arthur Austin*, but now or late of the said *Francis Full*, his assigns, lessees or under-tenants (which said last-mentioned messuage or tenement is likewise held of the said dean and chapter aforesaid, at and under the yearly rent of 6*l.* and is erected and built on the toft, soil and ground whereon a messuage or tenement formerly called the *Magpy* formerly stood.) And whereas the said *Arabella Austin* is likewise interested in or intituled to the sum of 1000*l.* capital

The parties

Recital that the woman (the first party) is possessed of leasehold interests;

and that she is intituled to stock, &c.

which (with the privity of the intended husband) she hath assigned, &c. to trustees.

And that she is possessed of East-India bonds,

and of jewels, plate and goods, in a schedule annexed.

The intended marriage recited;

and that is has been agreed she shall have the things in the schedule to her separate use, &c. as after-mentioned;

and that he (during their joint-lives) shall have rents and dividends toward house-keeping;

and that (subject thereto) the stock, annuities and bonds, are to be at her disposal.

capital stock in the *South-sea* company, and also the sum of 1000*l.* *South-sea* annuities, which said stock and annuities the said *Arabella Austin*, with the privity and consent of the said *Barnaby Bush*, hath on or before the day of the date hereof assigned and transferred to the said *Charles Cust* and *David Dell*, in the books of the *South-sea* company, and the same are so assigned, upon the trusts herein after-mentioned concerning the same; and whereas the said *Arabella Austin* is likewise possessed and interested of and in the several *East-India* bonds next herein after-mentioned, that is to say, three several bonds made out to *Harry Hill*, esq; all bearing date on or about the third day of *July* 1720, and numbers [here the numbers] being each for securing the payment of 200*l.* principal money, with interest for the same; one bond made out to *George Gore*, bearing date on or about the fourth day of *June* 1720, and [here the number] being for securing the payment of 100*l.* principal money, with interest for the same; and one other bond, made out to *John Jenks* esq; bearing date on or about the first day of *October* 1720, and number [here the number] being for securing the payment of 100*l.* principal money, with interest for the same, upon which said several bonds there is now due and owing in the whole the sum of 800*l.* principal money. And whereas the said *Arabella Austin* is likewise possessed and interested of and in the several jewels, plate, rings, pictures, household goods, and other things in the schedule hereunto annexed particularly mentioned; and whereas a marriage is intended by the grace of God to be shortly had and solemnized between the said *Barnaby Bush* and the said *Arabella Austin*; and whereas in prospect and consideration of the said intended marriage it hath been agreed by and between the said *Barnaby Bush* and *Arabella Austin*, that notwithstanding such marriage, the said *Arabella Austin* should have full power and authority, and at her free will and pleasure to have, use and enjoy, to and for her own sole and separate use and benefit, and give away and dispose of all and every or any of the said jewels, rings, plate, pictures, household-goods and other things in the said schedule hereunto annexed mentioned, in manner herein after mentioned; and that from and after the solemnization of the said intended marriage, the said *Barnaby Bush* should have, receive and take, for and toward the charge of house-keeping, and other necessary expences of his family, during the joint-lives of himself and the said *Arabella* his intended wife, all the yearly rents, dividends, interest and produce of the said messuages or tenements, stock, annuities, and *East-India* bonds, as the same shall from time to time arise and become payable; and that subject thereto the said messuages or tenements, stock, annuities and *East-India* bonds, and the principal monies thereupon due, and the yearly and other rents, dividends, interest and produce to be had and received for the same premises, every or any part thereof, from and after the decease of either of them the said *Barnaby Bush* and *Arabella* his intended wife, should remain, continue and be at the sole and separate

parate dispose of her the said *Arabella Austin*, in manner herein after-mentioned, notwithstanding her said intended coverture; and that in the mean time during the said intended coverture, and notwithstanding the same, the said several bonds should be and remain in the separate hands and custody of her the said *Arabella Austin*, or be by her lodged or deposited for safe custody in such place or places, or with such person or persons, as she with the privity of the said *Barnaby Bush* her intended husband should from time to time think fit: now this indenture witnesseth, that in consideration of the said intended marriage, and in pursuance of the said recited agreement, and for the ends and purposes aforesaid, and for and in consideration of the sum of 5 s. of lawful money of *Great Britain*, to the said *Arabella Austin* in hand paid by the said *Charles Cust* and *David Dell*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said *Arabella Austin*, by and with the privity, consent and agreement of the said *Barnaby Bush*, testified by his being party to, and sealing and delivery of these presents, hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said *Charles Cust* and *David Dell*, their executors, administrators and assigns, all the said two messuages or tenements and premisses held of the dean and chapter of the said cathedral of Saint *Paul* as aforesaid, with their and every of their rights, members, privileges and appurtenances, and all other the leasehold messuages or tenements, buildings, ground and hereditaments of her the said *Arabella Austin*, or whereto she is intitled in law or equity, in or near the precinct of the said churchyard of the said cathedral church, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, term and terms for years yet to come and unexpired, benefit and right of renewal, trust, property, claim and demand whatsoever, both at law and in equity, of her the said *Arabella Austin*, of, into or out of the same messuages or tenements and premisses, or any of them, or any part or parcel thereof; to have and to hold the said messuages or tenements, and all and singular other the premisses herein before-mentioned to be hereby assigned, with their and every of their appurtenances, unto the said *Charles Cust* and *David Dell*, their executors, administrators and assigns, from thenceforth for and during all the rest and residue yet to come and unexpired of the said several terms of forty years and forty years therein respectively (subject to the rents and covenants in the several indentures of lease, whereby the same premisses are respectively held, reserved and contained): upon such trusts nevertheless, and to and for such intents and purposes as are herein after-mentioned, expressed and declared, of and concerning the same. And this indenture farther witnesseth, that for the considerations, ends and purposes aforesaid, and in farther pursuance

and in the mean time the bonds to be in her separate custody.

The considerations.

The assignment to the trustees of the leaseholds.

General words.

Habendum

(subject to the rents, &c.)

Upon trusts, &c. after-mentioned.

The assignment
of the jewels,
plate, &c.

Habendum.

The trust de-
clared.

After the mar-
riage, as to the
leaseholds,

to permit the
husband, during
the joint lives,
to take the pro-
fits, &c.

he paying the
rents, &c.

And as to the
South-sea stock
and annuities,

purfuance of the said recited agreement, she the said *Arabella Austin*, with the like privity, consent and agreement of the said *Barnaby Bush*, testified as aforesaid, hath granted, sold, assigned, transferred and set over, and by these presents doth grant, sell, assign, transfer and set over unto the said *Charles Cust* and *David Dell*, their executors, administrators and assigns, all and every the said jewels, plate, rings, pictures, household goods, and other things in the said schedule hereunto annexed particularly mentioned; to have and to hold, receive, perceive, take and enjoy the last herein before assigned or mentioned to be assigned premises, and every part thereof, and all the benefit and advantage thereof, unto the said *Charles Cust* and *David Dell*, their executors, administrators and assigns: upon such trusts nevertheless, and to and for such intents and purposes as are herein after-mentioned, expressed and declared, of and concerning the same. And it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, That as well the said *South-sea stock* and *South-sea annuities*, so assigned and transferred to the said *Charles Cust* and *David Dell*, in the books of the said *South-sea company* as aforesaid, as also the said messuages or tenements, and the said jewels, plate, rings, pictures, household-goods, and other things herein before assigned or mentioned to be assigned to the said *Charles Cust* and *David Dell*, their executors, administrators and assigns as aforesaid, are and were so respectively assigned to them; and that the said several *East-India bonds* so remaining in the hands and custody of the said *Arabella Austin*, to be by her deposited as aforesaid, are and were to remain or be deposited upon such trusts, and to and for such intents and purposes as are herein after-mentioned, expressed and declared, of and concerning the same; that is to say, in trust for the said *Arabella Austin*, her executors, administrators and assigns, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then as to the said leasehold messuages or tenements and premises, upon trust that they the said *Charles Cust* and *David Dell*, and the survivor of them, his executors, administrators and assigns, shall and do permit and suffer the said *Barnaby Bush*, for and during so long time of the said several terms for years therein respectively, as he and the said *Arabella* his intended wife shall both of them jointly live, to receive and take the clear yearly rents, issues and profits thereof, and of every part thereof, for and towards the charge of house-keeping, and other necessary expences of his family (he the said *Barnaby Bush* during such time paying the rents and performing the covenants in and by the several indentures of lease, whereby the same premises are respectively held, reserved and contained). And as to the said *South-sea stock* and annuities, upon trust that they the said *Charles Cust* and *David Dell*, and the survivor of them, his executors, administrators and assigns, shall and do from time to time pay and dispose of, or otherwise permit and suffer the said

said *Barnaby Bush*, during the joint lives of him and the said *Arabella* his intended wife, to receive and take the clear yearly dividends, interest and produce thereof, as the same shall arise and become payable, for and towards the purposes aforesaid; and from and after the decease of such of them the said *Barnaby Bush* and *Arabella* his intended wife as shall first happen to die, then as to the leasehold messuages or tenements, with the premises, for all the then residue of the said several terms for years therein respectively, and also as to the said *South-sea* stock and annuities, and all the clear yearly and other rents, dividends, interest and produce of the same premises, every or any part thereof, from thenceforth to arise and be received; upon trust that they the said *Charles Cust* and *David Dell*, and the survivor of them, his executors, administrators and assigns, shall and do assign, transfer, pay and dispose of the same (subject to the said estate and interest of the said *Barnaby Bush* therein, during the joint lives of him and the said *Arabella* his intended wife as aforesaid) unto such person and persons, and for such uses and purposes, and in such parts and proportions, manner and form, with or without power of revocation, as she the said *Arabella Austin* shall from time to time, notwithstanding her coverture, or whether she shall be sole or married, by any writing or writings under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, sealed and published, in the presence of the like number of witnesses, direct, limit, give, dispose or appoint the same. And in default of such direction, limitation, gift, disposition and appointment, and as to such part or parts of the same premises, whereof no such direction, limitation, gift, disposition or appointment shall be made, in trust for the said *Arabella Austin*, her executors and administrators. And as to the said jewels, plate, rings, pictures, household-goods, and other things in the said schedule hereunto annexed mentioned, from and immediately after the solemnization of the said intended marriage, upon trust that they the said *Charles Cust* and *David Dell*, and the survivor of them, his executors, administrators and assigns, shall and do permit and suffer the said *Arabella Austin* from time to time, and at any time or times hereafter, notwithstanding her coverture, and whether she shall be sole or married, to have, use, wear and enjoy the same, or any of them, and to give away and dispose of the same, and every or any part thereof, at her own free will and pleasure, by any writing or writings under her hand; it being the true intent and meaning of these presents, and of all the said parties hereto, that the said last mentioned premises, or any part thereof, shall not be under the power or controul of the said *Barnaby Bush* her intended husband, or subject or liable to his debts or engagements, but only at the sole and separate dispose of her the said *Arabella Austin*, notwithstanding her coverture. And in default of such gift and disposition, and as to

to receive the dividends, &c.

And after the death of one of them,

as to the leaseholds, *South-sea* stock, annuities,

to assign, &c,

as she shall direct.

In default of appointment, in trust for her, &c.

As to the jewels, &c.

to permit her to use, or dispose of them.

They not to be under the power of her husband.

In default of such gift, &c.

in trust for her,
&c.

As to the East-
India bonds, to
be in her cus-
tody, &c.

upon trust that
after the mar-
riage he may
have the in-
terest, during
the joint lives,
towards house-
keeping.

And after the
death of one of
them, the
principal,

as she shall ap-
point.

And in default
of appointment,
in trust for her,
&c.

An agreement
to renew the
leases;

such part or parts of the said last mentioned premises, whereof no such gift or disposition shall be made, then in trust for her the said *Arabella Austin*, her executors and administrators. And as to the said several *East-India* bonds, it is hereby declared and agreed by and between all the said parties to these presents, and particularly the said *Barnaby Bush* and the said *Arabella* his intended wife do hereby declare and agree, that the same shall (during the said intended coverture, and notwithstanding the same) be and remain in the separate hands and custody of her the said *Arabella Austin*, or to be by her lodged and deposited as aforesaid, upon the trusts and for the purposes, and subject to the agreements herein after-mentioned and expressed of and concerning the same; that is to say, upon trust that after the said intended marriage shall be had and solemnized, the said *Barnaby Bush* shall and may from time to time, during the joint lives of himself and the said *Arabella* his intended wife, have, receive and take the yearly interest and produce of the said sum of 800*l.* due and owing upon the said bonds, as the same shall arise and become payable, for and towards the charges of house-keeping, and other necessary expences of his family as aforesaid. And from and after the decease of such of them the said *Barnaby Bush* and *Arabella* his intended wife, as shall first happen to die, then as to the said several *East-India* bonds, and the principal monies thereupon due and owing, and all the yearly interest and produce thereof from thenceforth to arise, in trust for such person and persons, and for such uses and purposes, and in such parts and proportions, manner and form, with or without power of revocation, as she the said *Arabella Austin* shall from time to time, notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, sealed and published, in the presence of the like number of witnesses, direct, limit, give, dispose or appoint the same; and in default of such direction, limitation, gift, disposition and appointment, and as to such part or parts of the same premises whereof no such direction, limitation, gift, disposition or appointment shall be made, in trust for the said *Arabella Austin*, her executors and administrators. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that as soon as conveniently may be after the solemnization of the said intended marriage, one or more new lease or leases for the term of forty years, or for so many years as can be obtained, shall be taken and procured from the dean and chapter for the time being of the said cathedral church, of the said several leasehold messuages or tenements and premises, at and under the like yearly rents and covenants whereby the same are now respectively held, in case such lease or leases can be procured. And it is hereby farther declared and agreed, by and be-

tween

between all the said parties to these presents, that all new leases which shall hereafter be had and taken of the said leasehold premises, or any part thereof, shall from time to time remain, continue, and be subject and liable to the like trusts as are herein before declared of and concerning the said leasehold premises, hereby, or mentioned or intended to be hereby assigned. And it is hereby farther declared and agreed by and between all the said parties to these presents, that the said several *East-India* bonds, or any of them, shall or may at any time after the solemnization of the said intended marriage be sold and disposed of, with the joint consent of the said *Barnaby Bush* and *Arabella* his intended wife, and the monies arising by such sale or any part thereof be paid into the hands of the said *Charles Cust* and *David Dell*, or the survivor of them, his executors or administrators. And farther, that it shall and may be lawful to and for the said *Charles Cust* and *David Dell*, or the survivor of them, his executors or administrators, with the good-liking and approbation of the said *Barnaby Bush* and *Arabella* his intended wife, during their joint-lives, to sell and dispose of the said *South-sea* stock and annuities, every or any of them, and to lend and place out the monies arising by such sale or disposition, or to be paid into the hands of the said trustees as aforesaid, upon sale of the said bonds or any part thereof, upon any publick or private security or securities at interest, or invest the same or any part thereof in the purchase of stock in any of the publick companies or funds, subject to the trusts as aforesaid, and with such approbation as aforesaid; and so from time to time to call in such monies so lent or placed out on securities as aforesaid, and to sell and dispose of such stock so to be purchased, or any part thereof, as often as they shall think fit, with such approbation as aforesaid, and subject to the trusts before-mentioned. And it is hereby farther declared and agreed by and between all the said parties to these presents, that the said *Charles Cust* and *David Dell*, their executors or administrators, shall not be charged or chargeable with, or accountable for more monies than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the said monies, stock and annuities, or any part thereof, so as the same happen without their wilful default; nor the one of them for the other of them, or for the acts, deeds or defaults, the one of the other, but each of them only for his own acts, deeds and defaults. And farther, that it shall and may be lawful to and for the said *Charles Cust* and *David Dell*, their executors, administrators and assigns, and every of them, in the first place by and out of the premises to deduct and reimburse themselves, and every of them, all such loss, costs, charges, damages and expences, as they and every or any of them shall be put unto or sustain, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any thing in any wise relating thereunto. And whereas by indenture tripartite bearing even date herewith, and made or mentioned to be made between

to the same trusts, &c.

An agreement that *East-India* bonds may be sold, with consent, &c.

and the *South-sea* stock and annuities;

the money to be placed out, subject to the trusts; and so *toties quoties*.

Trustees to be chargeable only for their own receipts, &c.

and may deduct their charges.

Another deed of this date recited;

whereby the intended husband has settled hereditaments upon this marriage;

and that he was a freeman of London before the act took place, and had two daughters by a former wife;

and that the intended wife is to have her dower;

and that, notwithstanding the act, she and her children of this marriage are to have their shares of his personal estate, as a freeman.

The husband covenants,

that if she survive him, she may have her dower of lands, &c. not settled on her,

the said *Barnaby Bush* of the first part, the said *Charles Cust* and *David Dell* of the second part, and the said *Arabella Austin* of the third part, the said *Barnaby Bush*, in consideration of the said intended marriage, and for other the considerations therein mentioned, hath settled and conveyed certain tenements and hereditaments in or near *Grubstreet*, in the parish of *St. Giles* without *Cripplegate London*, and in the same indenture more particularly mentioned and described (after the solemnization of the said intended marriage) to the use of himself for life, with remainder to the said *Arabella* his intended wife for her life, with remainders over, to and for the benefit of the issue between them to be begotten, in manner in the same indenture expressed. And whereas before the first day of *June* last past the said *Barnaby Bush* was a freeman of the city of *London*, and was then unmarried, but had issue by his first wife two daughters, viz. *Sarah Bush* and *Martha Bush*, who are both now living. And whereas in prospect and consideration of the said intended marriage, it hath been agreed by and between the said *Barnaby Bush* and the said *Arabella* his intended wife, that she the said *Arabella*, in case she shall him survive, shall notwithstanding the said recited settlement have and enjoy her dower and thirds in all the rest and residue of the real estate of the said *Barnaby Bush* her intended husband, in manner herein after-mentioned; and that notwithstanding the late act of parliament, relating to the custom of the said city of *London* concerning freemens estates there, she the said *Arabella Austin* and her children by the said *Barnaby Bush* shall have, enjoy, and be intitled to such parts or shares of the personal estate of the said *Barnaby Bush* as she and they respectively should and would have been intitled unto by virtue of the custom of the said city, as the widow and children of a freeman, in case the said act had never been made: now this indenture farther witnesseth, and it is hereby declared and agreed by and between all the said parties to these presents, and particularly the said *Barnaby Bush*, in consideration of the said intended marriage, and in pursuance of the said last recited agreements, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Charles Cust* and *David Dell*, their executors, administrators and assigns, in manner following; that is to say, that in case the said intended marriage shall take effect, and the said *Arabella Austin* shall survive the said *Barnaby Bush* her intended husband, then and in such case she the said *Arabella Austin* shall and may, notwithstanding the said recited settlement, have, hold, claim and enjoy, for the term of her natural life, her dower and thirds at common law, and other her customary part and share, of, into or out of all such other messuages, lands, tenements or hereditaments of inheritance of him the said *Barnaby Bush* (over and besides the messuages and premises so settled on her as aforesaid) whereof or whereto he now is, or at any time or times hereafter, during the said intended coverture between them, shall be seised or intitled (save

and

and except only such part or parts thereof, as by virtue of the covenant or agreement herein after in that behalf contained shall, as to her the said *Arabella Austin* and her children by the said *Barnaby Bush*, be deemed and taken to be and remain as personal estate); and also that she the said *Arabella Austin* and her children by the said *Barnaby Bush* shall and may, notwithstanding the said act of parliament, have, claim, take and enjoy, to and for her and their use and benefit, all such parts and shares of and in the personal estate whereof the said *Barnaby Bush* shall be possessed, or whereto he shall be intituled, at the time of his decease (after payment of his just debts and funeral expences) as she and they respectively, or any of them could or might have claimed or enjoyed as the widow and children of a freeman, by virtue of the custom of the said city of *London*, in case the said act had never been made. And farther, that he the said *Barnaby Bush* shall not nor will, at any time or times hereafter, without the consent of the said *Charles Cust* and *David Dell*, or the survivor of them, his executors or administrators, first had and obtained in writing under his or their hand or hands, lay out and invest his monies and personal estate, or any part thereof, in the purchase of freehold or copyhold messuages, lands, tenements or hereditaments, or otherwise unnecessarily convert or dispose of the same, or any part thereof, with intent to defeat or lessen the respective parts or shares of the said *Arabella Austin* and her children by him the said *Barnaby Bush*, of, in or to the same monies and personal estate, or any part thereof (other than and except so much thereof, and for such purposes, as in the proviso herein after contained in that behalf mentioned). And it is hereby declared and agreed, by and between all the said parties to these presents, that all such freehold or copyhold messuages, lands, tenements or hereditaments as the said *Barnaby Bush* shall purchase without such consent as aforesaid, shall, as to and with respect to the claim and interest of the said *Arabella Austin* and her children by the said *Barnaby Bush*, be deemed, adjudged and taken, to be and remain as personal estate; and that she the said *Arabella Austin* and her children shall and may have, claim and enjoy such respective estates, shares and interest in all such purchased lands and hereditaments (regard being had to the value thereof) as she and they respectively should and would have been intituled to, by virtue of the covenants and agreements herein before contained, out of the monies or other personal estate so laid out and invested in a real estate, without such consent as aforesaid. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that it shall and may be lawful to and for the said *Barnaby Bush*, at any time or times hereafter, during the said intended coverture, by and out of his personal estate to advance and prefer his said two daughters *Sarah Bush* and *Martha Bush* in marriage or otherwise, with portions or fortunes not exceeding in the whole the sum of 300 *l.* apiece; and in case either of them

(with exception);

and that she and their children may have benefit of the custom, notwithstanding the act.

The husband covenants not to purchase lands, &c.

to defeat the custom.

If he does, the same (with respect to their claim) to be considered as personal estate,

Provided that he may portion his daughters by the first venter.

Portions given
to his said
daughters to be
taken as part,
under the cus-
tom of London.

Hecovenants not
to obstruct the
wife in making
such disposi-
tions, &c.

and on request
to make farther
assurances, &c.

the said *Sarah Bush* and *Martha Bush* shall happen to die before she be so advanced or preferred, then to advance and prefer the survivor of his said two daughters as aforesaid with a fortune or portion not exceeding in the whole the sum of 600 *l*. So always nevertheless, that whatever monies or other personal estate the said *Sarah Bush* and *Martha Bush*, or either of them shall receive by way of such advancement or preferment as aforesaid, shall upon the decease of the said *Barnaby Bush* (in case the said *Arabella Austin* his intended wife, or any issue between them shall be then living) go and be deemed and taken to be as so much of the part or share, or parts or shares of the said *Sarah* or *Martha*, as she or they can or may claim or be intitled to as a child or children of a freeman, by virtue of the said custom of the said city of *London*, any thing herein before contained to the contrary in any wise notwithstanding. And lastly, the said *Barnaby Bush* doth hereby for himself, his heirs, executors and administrators, farther covenant, promise and agree, to and with the said *Charles Cust* and *David Dell*, their executors, administrators and assigns, that he the said *Barnaby Bush* shall not nor will at any time hereafter hinder or obstruct the said *Arabella* his intended wife in making such disposition, direction, limitation, gift or appointment as aforesaid, of her said leasehold messuages or tenements, *South-sea* stock or annuities, monies, jewels, or other things so assigned, or mentioned to be assigned as aforesaid, or any part thereof, or of the said bonds, or the monies thereon due, or any part thereof; but that he, his executors and administrators shall and will at any time or times hereafter, at the request of the said *Charles Cust* and *David Dell*, or the survivor of them, his executors or administrators, make, do and execute any farther and other lawful and reasonable act, deed or thing, acts, deeds or things, as well for the better enabling her thereunto, as for the farther and better assigning and assuring all and every or any of the said assigned premises unto the said *Charles Cust* and *David Dell*, their executors, administrators and assigns, upon the trusts and for the purposes herein before mentioned, expressed and declared, of and concerning the same respectively; as also for obtaining and procuring any new lease or leases of the said leasehold messuages and premises, or any part thereof, upon the trusts aforesaid. In witness, &c.

*Articles on marriage, where the intended wife being No. 19.
intituled to certain provisions under her father's
marriage settlement, and her grandfather's will,
the intended husband agrees to accept a sum of
money in lieu of them; and on payment thereof to
trustees, to release those demands, but not future
contingencies.*

THIS indenture tripartite, made the seventeenth day of
February anno Domini 1718, and in the fifth year of the
reign of our sovereign lord George, &c. between *Adam Allen*
of, &c. of the first part, *Bryan Bill* of *London*, esq; son and
heir of *Charles Bill*, late citizen and mercer of *London* deceased,
Daniel Dant of *Dandale* in the county of *Durham* esq; *Ezra Edge*
of *Enton* in the county of *Essex*, esq; of the second part, and
Fidelia Allen spinster, one of the daughters of the said *Adam Allen*,
of the third part. Whereas a marriage is intended by the per-
mission of God to be shortly had and solemnized between the said
Bryan Bill and the said *Fidelia Allen*; and whereas by virtue of
some settlement or settlements, made upon or relating to the mar-
riage of the said *Adam Allen* with *Gertrude* his now wife, the
lands and hereditaments of *Arthur Allen*, then of *Halneß* in the
county of *Essex* gent. father of the said *Adam Allen*, and the
lands and hereditaments of the said *Adam Allen*, or some part
thereof, and also the lands and hereditaments of the said *Gertrude*,
or some part thereof, are charged or chargeable with the raising of
several sums of money for the portion and portions of the daughter
and daughters of the said *Adam Allen* by the said *Gertrude* his
wife; and whereas by indenture bearing date on or about the
twenty-ninth day of *April* which was in the year of our Lord
1702, and made or mentioned to be made between the said *Arthur*
Allen of the one part, and *John Jones*, *Kenrick Kenn* and *Leonard*
Leeds esquires, of the other part, reciting as therein is recited, the
said *Arthur Allen* did direct and appoint that the manor, lands
and hereditaments, in and by the said recited indenture referred to
(after several limitations therein mentioned) should be sold, and
that the money arising by such sale, and the rents, issues and
profits of the premises in the mean time accruing, should be
paid unto and amongst all and every the daughter and daughters
of the said *Adam Allen* on the body of the said *Gertrude* then be-
gotten or to be begotten, equally, share and share alike; and
whereas the said *Arthur Allen* did, in and by his last will and
testament bearing date on or about the twenty-seventh day of
November 1703, devise unto the said *Fidelia* the sum of 1000 *l.*
and did also thereby devise the surplus of his personal estate, in
trust to be divided equally amongst his grand-daughters, the

The parties.

The intended
marriage and
the wife's fa-
ther's marriage-
settlement re-
cited;

by which lands
of his own, his
father and his
wife are charged
with portions for
daughters of
that marriage.

An appointment
by his father
recited, that
lands should be
sold, and the
money go among
these daughters.

His will recited,
devising farther
sums.

A settlement of
this date re-
cited,

whereby the
lady's father
covenanted to
pay a sum for a
portion, to trust-
tees, &c.

The intended
husband cove-
nants to accept
the same, in lieu
of demands by
settlements and
will;

and to release
the same, on
payment of the
portion.

daughters of the said *Adam Allen*; and whereas in consideration of the said intended marriage, and of the settlement made or agreed to be made by *Oliver Bill* esq; and the said *Bryan Bill*, upon or for the benefit of her the said *Fidelia Allen* and her issue by the said *Bryan Bill* her intended husband to be begotten, by certain indentures quinquepartite bearing even date herewith, he the said *Adam Allen* did covenant within the space of three calendar months next after the solemnization of the said intended marriage to pay unto the said *Daniel Dant* and *Ezra Edge*, or the survivor of them, or the executors or administrators of such survivor, the sum of 6000 *l.* in money, or good securities for money, as and for the marriage-portion of the said *Fidelia*, to be applied and disposed of for the uses and purposes therein mentioned; now this indenture witnesseth, that in consideration of the said portion of 6000 *l.* covenanted to be paid as aforesaid, he the said *Bryan Bill* doth hereby for himself, his heirs, executors and administrators, and for the said *Fidelia* his intended wife, her heirs, executors and administrators, covenant, promise, declare and agree, to and with the said *Adam Allen*, his heirs, executors and administrators, that they the said *Bryan Bill* and *Fidelia* his intended wife do and will accept of the said sum of 6000 *l.* so covenanted to be paid as aforesaid, in lieu and full satisfaction and discharge of all such portions, sum and sums of money, or other provision at any time heretofore made or provided for, or for the benefit of her the said *Fidelia Allen*, or as are or may become due or payable unto her the said *Fidelia*, or to the said *Bryan Bill* in her right, by virtue of the aforesaid settlement or settlements made upon or relating to the marriage of the said *Adam Allen* with the said *Gertrude* his wife, out of the lands or hereditaments of the said *Arthur Allen*, *Adam Allen* and *Gertrude* his wife, or any of them, or by virtue of the last will and testament of the said *Arthur Allen* on any legacy or devise therein mentioned, for the benefit of the said *Fidelia* or her issue. And also that he the said *Bryan Bill*, his executors and administrators, within one calendar month next after payment of the said sum of 6000 *l.* in manner aforesaid, shall and will, as well for himself as for the said *Fidelia* his intended wife, and their several and respective heirs, executors and administrators, by his deed duly executed, acquit, release and discharge the said *Adam Allen*, and other the trustees of the said *Arthur Allen*, and their several and respective heirs, executors and administrators; and also all and every the lands, tenements and hereditaments of the said *Arthur Allen*, *Adam Allen* and *Gertrude* his wife, and every or any of them, of and from all monies by the aforesaid settlements, or either of them, charged or chargeable on the same lands, tenements and hereditaments, or any of them, to be raised in trust or otherwise, for the use or benefit of the said *Fidelia* or her issue, or which are devised, given, or intended to or for her the said *Fidelia*, or her issue by the said *Arthur Allen*, in and by his said last will and testament, or otherwise. Provided that nothing herein con-
tained

tained shall extend, or be construed to extend to exclude the said *Bryan Bill* and *Fidelia* his intended wife, or their issue, of or from any right, benefit or advantage, which shall or may accrue to them, any or either of them, by or under any of the trusts raised or created in or by the said recited indenture of the twenty-ninth day of *April* 1702. And it is hereby declared and agreed by and between all the said parties to these presents, and particularly the said *Bryan Bill* doth hereby for himself, his heirs, executors and administrators, and for the said *Fidelia* his intended wife, her heirs, executors and administrators, and for every of them, covenant, promise, grant and agree, to and with the said *Adam Allen*, his executors and administrators, that all such estate, right, title, benefit and advantage, either in lands or money, as shall at any time or times hereafter happen or accrue unto the said *Fidelia* in her life-time, or unto the said *Bryan Bill* in her right, by virtue of the said recited indenture of the twenty-ninth of *April* 1702. or any of the trusts therein contained, shall be vested in or paid unto the said *Daniel Dant* and *Ezra Edge* or the survivor of them, or the executors or administrators of such survivor; and that they the said *Bryan Bill* and *Fidelia* his intended wife shall and will at all times hereafter, upon request to them in that behalf made, do and execute any such act, matter or thing as shall be advised or thought necessary for the conveying, settling and assuring the same, unto and upon the said *Daniel Dant* and *Ezra Edge*, or the survivor of them, or the executors or administrators of such survivor, upon the trusts, and to and for the intents and purposes herein after mentioned, expressed or declared, of and concerning the same; that is to say, upon trust that they the said *Daniel Dant* and *Ezra Edge*, or the survivor of them, or the executors or administrators of such survivor shall and do, as soon after the sale of the part and share, parts or shares of the lands or estate coming or accruing to the said *Fidelia*, by or under the said last mentioned indenture and receipt of the monies arising by such sale or sales, put or place out the same upon securities at interest, or lay out and invest the same in a purchase or purchases of freehold messuages, lands, tenements or hereditaments in fee-simple in possession, in some convenient place or places within the realm of *England*, and thereupon settle, convey and assure such messuages, lands, tenements or hereditaments so to be purchased as aforesaid, to the use of the said *Bryan Bill*, for the term of his natural life; and from and after the determination of that estate, to the use of trustees, to be for that purpose named, and their heirs during his life upon trust to support the contingent uses and estates herein after limited or mentioned from being defeated or destroyed, as in such case is usual, but nevertheless in trust to permit the said *Bryan Bill* and his assigns to take the rents and profits during his life to his own use; and from and after his decease, then to the use of the said *Fidelia* his intended wife, for the term of her natural life; and from and after the several deceases of the said *Bryan Bill* and *Fidelia*

Proviso not to exclude them from the benefit of certain trusts.

The husband covenants for himself and the intended wife, that all estates, &c. hereafter accruing to her, shall be paid to trustees,

upon trusts after mentioned, viz.

To invest the same in a purchase, to be settled to the husband for life:

Then to trustees, to support, &c.

The to the wife for life.

his

Then to the
first and other
sons in tail male.

Then to their
daughters in
tail, as tenants
in common ;

with cross re-
mainders ;

Remainder to
the survivor, &c.

The settlement
to contain a
leasing power,

with restrictions.

Agreement as
to the profits of
lands till sale.

his intended wife, to the use of the first, second, third, fourth, and of all and every other the son and sons of the body of the said *Bryan Bill* on the body of the said *Fidelia* his intended wife to be begotten, severally, successively, and in remainder, one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing ; the elder of such sons and the heirs male of his body issuing always to be preferred before the younger of such son and sons, and the heirs male of his and their body and bodies issuing ; and for default of such issue, then to the use and behoof of all and every the daughters (if more than one) of the body of the said *Bryan Bill* on the body of the said *Fidelia* his intended wife to be begotten, to be equally divided amongst them share and share alike, to take as tenants in common and not as joint-tenants, and of the several and respective heirs of the bodies of all and every such daughters lawfully issuing ; and in case one or more of such daughters shall happen to die without issue of her or their body or bodies, then as to the share and shares of her or them so dying, to the use of the survivors or others of them share and share alike, to take as tenants in common, and of the several and respective heirs of their bodies lawfully issuing ; and in case all the said daughters but one shall happen to die without issue, or if there shall be but one such daughter, then to the use of such only daughter, and of the heirs of her body issuing ; and for default of all such issue, then to the use of the survivor of them the said *Bryan Bill* and *Fidelia* his intended wife, and of the heirs and assigns of such survivor for ever. In which said intended settlement shall be contained a proviso or power to and for the said *Bryan Bill* and the said *Fidelia* his intended wife, at any time or times during their respective lives, by indenture under their respective hands, to make leases of the premises so to be purchased as aforesaid, or any part thereof, to any person or persons for any term or number of years not exceeding twenty-one years, in possession and not in reversion, at the most and best improved yearly rent, and under such other restrictions and limitations as in such case is usual. And it is hereby declared and agreed by and between all the said parties to these presents, that in the mean time and until the lands and estate coming and accruing to the said *Fidelia Allen* by virtue of the said indenture of the twenty-ninth of April 1702. shall be sold, the rents and profits of the same lands, and also the interest and produce of the monies arising by the sale thereof (when sold) until such monies shall be laid out in a purchase or purchases of lands to be settled as aforesaid, shall be from time to time paid to and received by such person and persons, as and to whom the rents and profits of the said lands and hereditaments so to be purchased as aforesaid (if purchased) would for the time being belong, by virtue of the limitations above-mentioned. In witness, &c.

Articles before marriage, by which the intended husband (in pursuance of a power given by his uncle's will) settles a third part of the devised lands on the wife, &c. He also, taking his uncle's name, limits the lands to sons of the marriage in tail male; raises a term to provide portions for younger children; covenants to pay off a mortgage, and to settle part of that land on the wife, and to enlarge her settlement on the falling in of annuities; and to leave personal estate to her children. No. 20.

THIS indenture tripartite, made^d the twenty-fifth day of September anno Domini 1724. and in the eleventh year, &c. between *Amos Astry* of *Bradden* in the parish of *Bradden* in the county of *Cambridge* esq; of the first part, *Denzil Dent* of *Dotton* in the county of *Dorset* esq; sole executor of the last will and testament of *Edward Dent* esq; late of *Eastham* in the county of *Essex* bart. deceased, of the second part, and dame *Flora Dent* widow and relict of the said Sir *Edward Dent*, and Sir *Daniel Dent* of *Eastham* aforesaid bart. son and heir of the said Sir *Edward Dent*, and *Flora Dent* spinster, daughter of the said Sir *Edward Dent* by the said dame *Flora*, of the third part. Whereas in and by the last will and testament of *George Astry*, late of *Bradden* aforesaid esq; deceased, by him duly made and executed in writing, bearing date the nineteenth day of *August* which was in the year of our Lord 1712. (after reciting, *inter alia*) to the effect following, that is to say, that *Hugh Hull*, then of the *Inner Temple*, since deceased, and *Jerom Fell* of *Font* in the county of *Kent* gent. and their heirs, by good and legal conveyances in the law, then were or did stand seised of and in all that the manor or lordship of *Loke* in the county of *Lincoln*, with the appurtenances, and of and in the rectory or parsonage impropriate of *Loke*, with the appurtenances, and the advowson and right of presentation to the parish-church of *Loke* aforesaid; and of and in all messuages, lands, tenements, tithes, tenths, hereditaments and appurtenances whatsoever, to the said manor, rectory, tithes, advowson and premises, or any of them belonging or appertaining, situate, lying and being in *Loke* aforesaid and *Murten*, or either of them, or elsewhere in the said county of *Lincoln*; and of and in all that the manor or lordship of *Font*, with the rights, members and appurtenances thereof, in the county of *Norfolk*; and of all and singular the messuages, lands, tenements, hereditaments and appurtenances whatsoever, to the said manors and premises, or any of them belonging or appertaining; and also

The parties,

The will of the intended husband's uncle recited;

whereby, reciting that trustees were seised of lands, &c.

of

and other trustees of other lands;

upon trusts to be by him declared,

be devised and appointed the same,

subject to annuities, &c.

of and in all other the royalties, franchises and hereditaments then late the estate of Sir *George Asty*, situate, lying and being in *Font*, *Nowd*, *Orten*, or of any of them, or elsewhere in the said county of *Norfolk*, upon such special trusts and confidences as were in them by such respective conveyances reposed. And that *Peter Pin*, then of *Quett* in the said county of *Norfolk*, since deceased, and the said *Hugh Hull*, and their heirs, by good and legal conveyances in the law, then were or did stand seised of and in all that the manor or lordship of *Bradden*, with the appurtenances therein, in the said county of *Cambridge*, and the capital messuage and scite of the late dissolved monastery of *Bradden* in the same county, with the courts, yards, gardens and lands called the *Little Pighle* [*here follow parcels*] with the appurtenances thereunto belonging, esteemed and taken to be part and parcel of the said scite, and of and in the quit-rents, and profits and perquisites of courts and fines of or belonging to the said manors, and such and so much of the demesnes, lands, tithes and hereditaments of the same manor, as had been held and enjoyed, or had been set out or allotted to make up the yearly value of 1000*l.* and most convenient to be held and enjoyed with the said capital messuage or scite, with their appurtenances; and also all fairs and markets, and the tolls, profits and hereditaments thereunto belonging, within the said parish of *Bradden*, then or then late in the possession of *Robert Round*, his assignee or assigns; and also of and in the moiety or half-part of and in all that turnpike, with the buildings and appurtenances thereunto belonging, in the river of *Sparbrooke* in the said parish of *Bradden* [*here follow more parcels*] upon such special trusts and confidences as were in them thereby reposed, and thereof were or should be by him the said *George Asty* declared or appointed, he the said *George Asty* did in and by his said will, among other things therein mentioned, devise, will and appoint, as to the said manors, lands, hereditaments and estate in the said counties of *Lincoln* and *Norfolk*, that the said *Hugh Hull* and *Ferom Fell*, and the survivor of them and his heirs, and such other person and persons and their heirs, that then were or did stand seised of the same manors, lands and premises, should stand and be seised thereof, and of every part thereof, subject unto and under the several trusts and confidences therein, and in part herein after-mentioned. And as to the said manors, lands, hereditaments and estate in the said county of *Cambridge*, he did devise, will and appoint the same unto the said *Peter Pin* and *Hugh Hull*, and their heirs, upon trust that they the said *Peter Pin* and *Hugh Hull*, and the survivor of them, and the heirs of the survivor of them, should stand and be seised thereof (subject to a term of ninety-nine years therein mentioned and recited of and in part thereof) under the several trusts and confidences, and subject to the several charges, annuities, legacies and bequests therein, and in part herein after-mentioned; that is to say, out of the rents, issues and profits of his said manors, lands, tithes, hereditaments and estates in the said county of *Lincoln*,

Lincoln, Norfolk and Cambridge, every, any or either of them, and the trust thereof, he did give and devise (among other annuities which are since determined) unto his son *Thomas Asty* during his life, one annuity or yearly rent-charge of 400*l.* and unto [here follow more annuities] all which said annuities the said testator willed to be paid free from taxes, and severally to commence from the time of his decease. And after the devise of several legacies and sums of money out of his said manors and estates to several legatees in his said will named, and after directing the surplus of monies therein mentioned to be laid out in the purchase of lands and hereditaments in such manner as therein is expressed, he the said *George Asty* did farther, in and by his said will (among other things) will, direct and appoint his said trustees respectively, and the survivors and survivor of them, and the respective heirs of the survivor of them, after the several trusts and directions therein by him appointed were paid, done and performed, and their charges allowed, to grant and convey the said manors, lands and premises in the said counties of *Lincoln, Norfolk and Cambridge*, and all their estate, trusts and interests therein, both in law and equity, subject to the several annuities and charges by him therein before given or devised, if any should then happen to be or remain after failure of issue of the body of him the said *George Asty* on the body of *Flora* his then wife to be begotten; to or to the use of the said *Amos Asty* (by the name of his nephew *Amos Welch*) for and during the term of his natural life; to whom he did give and devise the same, upon condition that he did call himself, and be called and use the surname of *Asty* only; with power in such conveyance and conveyances to be for his said nephew, in case he should happen to marry, to settle upon such woman as should be his wife at the time of his death, for life so much of the said manors, lands and premises, not exceeding one third part of the clear yearly value, as his said nephew *Amos Welch*, by writing under his hand and seal, subscribed in the presence of two or more credible witnesses, should limit and appoint; with remainder of all and singular the said manors, lands and premises, to the use and behoof of first, second, and all other son and sons of the body of the said *Amos Welch*, severally, successively and respectively in tail male, with divers remainders over, and with the last remainder in fee, to the use of the right heirs of his said nephew *Amos Welch*. And the said *George Asty* did farther will, direct and appoint his said trustees, and their respective heirs, to grant and convey the premises accordingly, under such conditions as in the same will are in that behalf directed, and under a proviso, that if his said nephew *Amos Welch* should happen to have one or more younger child or children, then he should or might by any writing under his hand and seal, to be subscribed in the presence of two or more credible witnesses, limit or appoint all or any of the said manors, lands and estate to be leased for, or charged with the raising of any sum or sums of money, to be paid to such younger child or children,

to be conveyed
to the intended
husband for life,

upon condition
to take the testa-
tor's name,
with power to
make a jointure.

Remainder to his
first and other sons
in tail male, &c.

Remainder to his
right heirs.

A power to pro-
vide for younger
children.

Recital of the will of a surviving trustee, by which he devised the trust estate to trustees.

Indentures of lease and release recited ;

whereby (in pursuance of the will) they conveyed to other trustees,

subject to the annuities,

to the use of the intended husband for life, on condition, &c.

Remainder to the trustees, to preserve, &c.

Remainder to the husband's first and other sons in tail male, &c.

children, so as such sum or sums of money did not in the whole exceed the sum of 8000 *l.* the same to be bestowed and divided amongst such younger child or children, and in such proportion, as his said nephew *Amos Welch* should think fit; as by the said in part recited will, relation being thereunto had, may (among other things therein contained) more fully and at large appear. And whereas the said *Hugh Hull* did survive the said *Peter Pin*, and by his last will and testament in writing bearing date on or about the fifth day of *September* which was in the year of our Lord 1719, did (among other things) devise the said manors of *Bradden* and *Zoll*, and the moiety of the tithes, turnpike and mills in *Bradden* aforesaid, and all other the lands and estate whatsoever, then late of the said *George Astry*, of which the said *Hugh Hull* was seised in trust as aforesaid, with their and every of their appurtenances, and the trusts thereof, unto *Aaron Archer* of *Axon* in the said county of *Dorset* esq; *Bernard Brown* of *Pall-Mall* in the liberty of *Westminster* gent. the said *Ferom Fell* and *Cyril Church*, and to the survivor of them, and to the heirs, executors, administrators and assigns of the survivor of them. And whereas by indenture of lease and release, the lease bearing date the day next before the day of the date of the release, and the release being tripartite bearing date on or about the third day of this instant *September*, and made or mentioned to be made between the said *Aaron Archer*, *Bernard Brown*, *Cyril Church* and *Ferom Fell*, of the first part, the said *Amos Astry* of the second part, and *David Dun* of *Dran* in the parish of *Dyle* in the said county of *Cambridge* esq; and *Eustace Eddowes* of *Edmonton* esq; of the third part, reciting among other things to the effect as is herein before recited; and for the considerations therein mentioned, they the said *Aaron Archer*, *Bernard Brown*, *Cyril Church* and *Ferom Fell*, in pursuance of the directions of the said recited will of the said *George Astry*, and in pursuance of the trusts thereof, did grant, release and convey unto the said *David Dun* and *Eustace Eddowes*, their heirs and assigns, all and every the said manors, messuages, lands, tenements, hereditaments and estate whatsoever, then late of him the said *George Astry*, in the said counties of *Cambridge*, *Lincoln* and *Norfolk*, or any of them, with their appurtenances; to hold unto the said *David Dun* and *Eustace Eddowes*, their heirs and assigns (subject in the first place to all such annuities and charges as the same premises then stood charged with by the said will of the said *George Astry*, which had not been determined, paid or satisfied) to the use of the said *Amos Astry* for the term of his natural life, on condition that he call himself, and be called and use the surname of *Astry* only; with remainder to the said *David Dun* and *Eustace Eddowes*, their heirs and assigns, during the life of the said *Amos Astry*, upon trust to support the contingent uses and estates therein after limited; with remainder to the first and other sons of the said *Amos Astry* successively in tail male, with such other remainders over, pursuant to the said recited will of the said *George Astry*; and with and under such limitations,

limitations, provisoes and conditions, as in and by the said recited will of the said *George Asty* were in that behalf ordered or directed; and in particular with such powers, provisoes, liberties and authorities in the said indenture of release contained, for the said *Amos Asty* to make such a settlement upon such woman as shall be his wife at the time of his decease; and likewise such provision for his younger child or children, as in and by the same will were in that behalf respectively ordered or directed, or as he was thereby authorized and impowered to make, as by the said recited indentures, relation being thereunto had, may more fully and at large appear; and whereas a marriage is intended by the grace of God to be shortly had and solemnized between the said *Amos Asty* and the said *Flora Dent*: now this indenture witnesseth, that in consideration of the said intended marriage, and of the sum of 10000*l.* of lawful money of *Great Britain*, to the said *Amos Asty* in hand paid by the said *Denzil Dent*, at or before the enfealing and delivery of these presents, in full for the marriage portion of the said *Flora Dent*, and of all portion or portions, or other provision given to or provided for her the said *Flora*, or to which she is or may be intitled by virtue of the settlement made upon the marriage of the said *Sir Edward Dent* with the said dame *Flora*, or by virtue of his last will and testament, or either of them; the receipt and payment of which said sum of 10000*l.* he the said *Amos Asty* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Denzil Dent*, his heirs, executors and administrators, and the heirs, executors and administrators of the said *Sir Edward Dent*, and every of them for ever by these presents, and for making such present settlement, jointure and provision of maintenance for the said *Flora Dent* (in case she shall after the said intended marriage had and solemnized happen to survive and over-live the said *Amos Asty* her intended husband) as he the said *Amos Asty* is impowered and enabled to make, by virtue and according to the true intent and meaning of the said recited will of the said *George Asty*, and of the said recited indenture of release, or either of them, he the said *Amos Asty*, pursuant to, and by force and virtue of the said recited power and powers, and authority and authorities to him given, directed or intended for making such settlement or jointure as aforesaid, and of all and every other power and powers, authority and authorities to him in that behalf given, or any ways enabling him thereunto, hath granted, settled, directed, limited and appointed, and by these presents doth grant, settle, limit, direct and appoint, unto and upon the said *Flora Dent* his intended wife, all that capital messuage of or belonging to the late dissolved monastery of *Bradden* in the said county of *Cambridge*, with the courts, yards, gardens, orchards, fishponds and other appurtenances thereunto belonging or appertaining, or therewith used or enjoyed; and also all those several closes or fields, and pieces or parcels of land and hereditaments, with their appurtenances next herein after particularly mentioned; that

Power to make a jointure,

and provision for younger children.

The intended marriage recited.

The considerations.

The appointment of a jointure.

The parcels.

is

Description by
being part of the
devised estates,

and not more
than a third part
in value;

Habendum

to the wife for
her jointure,

in bar of dower.

Recital that part
of the lands of
the testator are
in mortgage.

is to say [*here follow many parcels*] and all that one piece of common or coney-warren in *Bradden* aforesaid, and all the conies or rabbits in the same warren, with the increase, produce, profits and advantage to arise or grow therefrom, and full and free liberty there to hunt, hey, ferret and pitch nets for taking and catching the same conies and rabbits; and also all the profits and advantages of fishing and fishery of and in two fish-ponds lately made near the same messuage and warren, which said last-mentioned messuage, warren and premises now are or late were in the tenure, possession or occupation of *Francis Fowles*, his assigns, lessees or under-tenants, at and under the yearly rent of 5*l.* or thereabouts, and thirty couple of good rabbits yearly, at the proper seasons of the year; and also all those several lands, grounds and hereditaments, with their appurtenances, lying and being within the said manor of [*here follow more parcels*] all which said capital messuage, messuages, lands, tenements, hereditaments and premises herein before granted, limited and appointed as aforesaid, or mentioned or intended so to be, are part and parcel of the said manors, lands, hereditaments and estate late of the said *George Asty*, which in and by his said will were devised and directed to be granted and conveyed by his said trustees as aforesaid, and are now together of the yearly value of 1000*l.* or thereabouts, which does not exceed one third-part of the present clear yearly value of the said manors, lands, hereditaments and estate so devised and directed to be conveyed as aforesaid; and also all yearly and other rents, issues and profits of the said capital messuage, messuages, lands, tenements, hereditaments and premises hereby granted, settled, limited and appointed, or mentioned or intended so to be as aforesaid, and of every of them, and of every part and parcel thereof; to have and to hold the said capital messuage, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby or mentioned or intended to be hereby granted, settled, limited and appointed as aforesaid, with their and every of their appurtenances, freed and discharged of and from the aforesaid annuities, and every of them, unto and to the use of the said *Flora Dent* and her assigns, for and during the term of her natural life for her jointure, to commence in possession from and immediately after the decease of the said *Amos Asty* her intended husband, and to be in lieu, bar and satisfaction of her dower and thirds at common law, which she the said *Flora* can or may have or claim, of, into or out of all and every and any the said manors, messuages, lands, tenements or hereditaments whereof he the said *Amos Asty* her intended husband now is, or at any time hereafter during the coverture between them shall be seised, of any estate of freehold or inheritance. And whereas some part or parts of the said manors, lands and hereditaments late of the said *George Asty* are now in mortgage to several persons for securing the payment of several sums of money, amounting together to the sum of 4000*l.* principal money, or thereabouts: now this indenture farther witnesseth,

testeth, and the said *Amos Astry*, in consideration of the said intended marriage and marriage-portion, and for other the considerations afore said, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *dame Flora Dent* and *Daniel Dent*, their executors and administrators, in manner following; that is to say, that he the said *Amos Astry*, his heirs, executors or administrators shall and will, within the space of one year next after the solemnization of the said intended marriage, by and out of their own proper monies, pay off and discharge all principal monies and interest due or to grow due upon the afore said mortgages, every or any of them. And farther, that he the said *Amos Astry* shall and will thereupon grant, settle, limit and appoint, unto and upon her the said *Flora Dent* his intended wife, all those lands and grounds called *Gaworth*, with their appurtenances, abutting south on [here descriptions and parcels] to have and to hold the same and every part thereof, with the appurtenances, freed and discharged of and from the afore said annuities, and every of them, unto and to the use of her the said *Flora Dent* and her assigns; for and during the term of her natural life, for and as an increase of her jointure, to commence in possession from and immediately after the decease of him the said *Amos Astry*. And also that in case the said intended marriage shall take effect, and all or any of the said several annuities charged on the said manors, lands and estate late of the said *George Astry* in and by his said recited will as afore said, and which are now payable thereout, shall cease and determine by the death of any of the annuitants, or any of them before-mentioned, or otherwise, during the joint-lives of the said *Amos Astry* and the said *Flora Dent* his intended wife, then and in such case he the said *Amos Astry* shall and will thereupon grant, settle, limit and appoint, unto and upon, or to the use of her the said *Flora Dent* for her life, to commence in possession from and immediately after his decease, and to be for and as an increase of her jointure, such and so much more, and such farther part and parts of the said manors, lands, hereditaments and premises in the said county of *Cambridge*, in and by the said recited will of the said *George Astry* devised as afore said, as he the said *Amos Astry* can or then lawfully may so grant, settle, limit or appoint, according to the purport, true intent and meaning of the same will, and the powers and authorities to him the said *Amos Astry* in that behalf given or reserved; and so *toties quæties*, or as often as any of the said annuities shall during the joint lives of him the said *Amos Astry* and *Flora Dent* cease and determine; so that at the time of the decease of him the said *Amos Astry* she the said *Flora Dent* his intended wife (in case she shall him survive) shall and may have then settled upon her such and so much of the said manors, lands, hereditaments and estate late of the said *George Astry*, as shall amount to one third part of the then clear yearly value thereof, or as near thereto as may be. And this indenture farther witnesseth, that in consideration of the said intended

The husband covenants to pay off the same, &c.

and to settle part on the wife.

Habendum to the wife, as increase of jointure.

The husband covenants, on deaths of annuitants, to increase the jointure,

to make it a third part value of the whole devised estate.

Provision made
for younger chil-
dren.

The husband
charges the lands
(subject to the
jointure)

with a sum for
portions;
when and

ow payable.

Benefit of sur-
vivorship among
the children.

marriage and marriage-portion, and for other the considerations
aforesaid, and for making such provision for the child or children
of the said *Amos Asty* on the body of the said *Flora Dent* his in-
tended wife to be begotten (except one eldest or only son) as he
the said *Amos Asty* is authorized and impowered to make for his
younger child or children (if any such he shall happen to have)
by force and virtue of the said recited will of the said *George Asty*,
and the said recited indenture of release, or either of them, or
otherwise, he the said *Amos Asty*, pursuant to, and by force and
virtue of the said recited power and authority to him given or
reserved for making such provision for his younger child or chil-
dren as aforesaid, and of all and every other power and powers,
and authority and authorities to him in that behalf given, or any
ways enabling him thereto, doth by these presents charge and sub-
ject all and every the said manors, lands, hereditaments and
estate late of him the said *George Asty* within the said several
counties of *Lincoln*, *Norfolk* and *Cambridge*, and every or any of
them (subject and without prejudice nevertheless to the jointure
and estate for life of her the said *Flora Dent*, of and in such
part and parts, and so much thereof, as are or shall be set-
tled or limited unto and upon her for her life as aforesaid)
with and to the payment of the full sum of 8000*l.* of lawful
money of *Great Britain*, to be raised and levied within the space
of three calendar months next after the decease of the said *Amos
Asty*, for the portion and portions of all and every his child and
children on the body of the said *Flora Dent* his intended wife to
be begotten (except one eldest or only son as aforesaid) and to be
thereupon forthwith paid or payable, in manner following; (that is
to say) if but one such child, then the said whole sum of 8000*l.*
to be forthwith paid or payable to such only child; and if two or
more such children, then the said sum of 8000*l.* to be shared and
divided between or amongst them, in such parts and proportions,
manner and form, as he the said *Amos Asty* by any writing or
writings under his hand and seal attested by two or more cre-
dible witnesses, or by his last will and testament in writing to
be by him signed and published in the presence of the like number
of witnesses, shall direct or appoint; and in default of such di-
rection and appointment, then as she the said *Flora Dent*, after
the decease of the said *Amos Asty* her intended husband, by any
writing or writings under her hand and seal attested by two or
more credible witnesses, or by her last will and testament in
writing, to be by her signed and published in the presence of the
like number of witnesses, shall direct or appoint; and in default
of all such directions or appointments, then the said sum of 8000*l.*
to be forthwith paid or payable unto, and equally divided amongst
all the same children (except as aforesaid) share and share alike;
and in case any of such children shall happen to die before he,
she or they shall attain the age of twenty-one years or be married,
then the portion or portions, or share or shares of her, him or
them so dying, shall go and remain unto the survivors or survivor
of

of them (except as aforesaid) share and share alike. And if all the same children (except as aforesaid) shall happen to die before any of them shall attain the age of twenty-one years or be married, then and in such case the said sum of 8000*l.* or so much thereof as shall be then raised, shall be paid to the person or persons to whom the premises shall for the time being belong, by virtue of the limitations in the said recited will of the said *George Asty*; and so much thereof as shall not be raised, shall cease, and not be raised or paid, unless the said *Amos Asty* shall expressly direct or appoint the said 8000*l.* or any part thereof to be paid to the children or child which he may have by any other woman or women which he may take to wife after the decease of the said *Flora Dent*. And for the considerations aforesaid, and for the more effectual securing the raising and payment of the said sum of 8000*l.* in manner and for the purposes aforesaid, he the said *Amos Asty*, in pursuance and by force and virtue of the said last mentioned power and powers, doth hereby lease, limit and appoint unto the said dame *Flora Dent* and Sir *Daniel Dent*, their executors, administrators and assigns, all and every the said manors, lands, hereditaments and estate late of him the said *George Asty*, within the said several counties of *Lincoln*, *Norfolk* and *Cambridge*, and every or any of them, with their and every of their appurtenances; to have and to hold the same and every part thereof, with their appurtenances, unto the said dame *Flora Dent* and Sir *Daniel Dent*, their executors, administrators and assigns, from and immediately after the decease of the said *Amos Asty*, for and during the full time and term, and unto the full end and term of five hundred years from thence next ensuing, and fully to be compleat and ended (subject nevertheless, and without prejudice to the jointure and estate for live of the said *Flora Dent*, of and in such part and parts of the same premises as are or shall be limited or settled unto or upon her for her life as aforesaid) to the end that they the said dame *Flora Dent* and Sir *Daniel Dent*, or the survivor of them, his or her executors, administrators or assigns shall and may, by the rents and profits thereof, or by leasing or mortgaging the premises, or a competent part thereof (without prejudice as aforesaid) raise and levy the said sum of 8000*l.* for the purposes aforesaid. And the said *Amos Asty* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said dame *Flora Dent* and Sir *Daniel Dent*, their executors, administrators and assigns, in manner following; (that is to say) that for and notwithstanding any act, matter or thing by the said *Amos Asty* and *George Asty*, or either of them, or by any person or persons lawfully claiming or to claim, from, by or under them or either of them, done, committed, or wittingly or willingly suffered to the contrary, he the said *Amos Asty* now hath at the time of the enfealing and delivery of these presents in himself good right, full power, and lawful and absolute authority to make such settlement, charge, limitations and appointments, as are herein before by him made

Direction if all die under twenty-one, &c.

A term created to raise the portions

by profits, lease or mortgage.

The husband covenants that he has power to settle, &c.

And for quiet
enjoyment,

free from in-
cumbrances;

and for farther
assurances.

respectively as aforesaid. And farther, that she the said *Flora Dent* and her assigns (in case she shall happen to survive the said *Amos Asty* her intended husband) shall and may from time to time, and at all times then after, during the time of her natural life, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said capital messuage, messuages, lands, tenements, hereditaments and premises herein before limited to her for her life for her jointure as aforesaid, and receive and take the rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Amos Asty*, his heirs or assigns, or of or by any other person or persons lawfully claiming any estate, right, title, interest or trust, either in law or equity, of, into or out of the same premises or any of them, or any part thereof, from, by or under, or in trust for him, them, or any of them, or from, by or under the said *George Asty*; and that free and clear, and freely and clearly acquitted, exonerated and discharged, saved harmless and kept indemnified, of from and against all and all manner of former and other gifts, grants, jointures, dowers, uses, trusts, wills, entails, annuities, rents, debts, legacies, estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, suffered, or to be had, made, done, committed or suffered by the said *Amos Asty* and *George Asty* or either of them, their or either of their heirs and assigns, or by any other person or persons lawfully claiming or to claim, from, by or under, or in trust for them, or either or any of them. And moreover, that he the said *Amos Asty* and his heirs, and all and every other person and persons lawfully claiming or to claim any estate, right, title, trust or interest, either in law or equity, of, into or out of the said manors, lands, hereditaments and estate, or any part thereof, from, by or under, or in trust for him, them, or any of them, or from, by or under the said *George Asty*, shall and will from time to time, and at all times hereafter, at the request of the said dame *Flora Dent* and Sir *Daniel Dent*, or the survivor of them, his or her executors and administrators, but at the costs and charges of the said *Amos Asty*, his heirs, executors or administrators, make, do, execute and suffer, or cause to be made, done, executed and suffered, any such farther or other lawful and reasonable acts, deeds, devices, conveyances or assurances in the law whatsoever, for the better, more perfect and absolute establishing, ratifying, making good and confirming the said settlement, limitations and appointments herein before respectively made, or mentioned or intended to be made as aforesaid, according to the purport, true intent and meaning of these presents, and of the parties hereunto, as by the said dame *Flora Dent* and Sir *Daniel Dent*, or the survivor of them, his or her executors and administrators, or his her, their, or any of their counsel learned in the law shall be reasonably advised, or devised and required, so as such farther assurances contain in them no farther or other warranty or covenants than

than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable for making or doing thereof to go or travel above five miles from his or their then dwellings or places of abode. And this indenture farther witnesseth, and the said *Amos Asty*, in consideration of the said intended marriage and marriage-portion, and for other the considerations aforesaid, doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said dame *Flora Dent* and Sir *Daniel Dent*, their executors and administrators, in manner following; that is to say, that in case the said intended marriage shall take effect, and there shall be issue one or more child or children of the said *Amos Asty* on the body of the said *Flora Dent* his intended wife to be begotten (besides an eldest or only son) living or in *ventre sa mere* at the time of his death, and which shall afterwards be born alive, and that he the said *Amos Asty* shall be possessed of or intitled to monies, goods, chattels, or other personal estate, to the value of 3000 *l.* of lawful money of *Great Britain*, or more, at such the time of his decease, over and above what he shall then justly owe to any person or persons, then and in such case he the said *Amos Asty* shall and will, either in his life-time or at the time of his death, give or leave the sum or value of 3000 *l.* of lawful money of *Great Britain* at least, unto or for the benefit of all and every the same child or children, over and above what is herein provided for them (except an eldest or only son) and to be paid or payable in manner following; that is to say, if but one such only child, then to such only child as and when he or she shall by virtue of these presents be intitled to the aforesaid sum of 8000 *l.* and if two or more such children, then to be shared and divided between or amongst them, at such times and in such proportions, and upon such and the like contingencies and limitations as they shall respectively, by virtue of these presents, be intitled to the aforesaid sum of 8000 *l.* But in case the said *Amos Asty* shall happen to die in the life-time of the said *Flora Dent* his intended wife, and there shall be no other child or children of him the said *Amos Asty* on the body of the said *Flora Dent* begotten living at the time of his decease, or afterwards born alive (except an eldest son or only son) and there being such, all of them (except as aforesaid) shall happen to die before any of them attain the age of twenty-one years or be married, then and in such case the executors or administrators of him the said *Amos Asty* shall thereupon pay, assign, or otherwise make over unto her the said *Flora Dent*, her executors, administrators or assigns, to and for her and their use and benefit, such and so much of the monies, goods, chattels, and personal estate of him the said *Amos Asty*, as she the said *Flora Dent* shall elect or make choice, not exceeding in the whole the value of 1500 *l.* of lawful money of *Great Britain*, together also with what she may have or claim (after deduction

The husband covenants to leave personal estate to the younger children;

or if none such, to the wife.

of the said sum of 1000 l.) by virtue of the distribution of intestate estates, in case the said *Amos Asty* shall die intestate and without a will. In witness, &c.

No. 21.

Articles before marriage, reciting a marriage settlement of equal date; under which part of the portion being paid, the residue is by these articles agreed to be placed out by trustees for the benefit of the husband, wife, and younger children; and if no child, to the survivor of husband and wife. The husband may have the money on settling an equivalent in land. Indemnification against his father's will and codicil. Money and jewels under her mother's will to be at her separate disposal.

The title of the articles, parties and additions.

Articles of agreement tripartite, indented, had and made the tenth day of May in the sixth year of the reign of our sovereign lord George, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, &c. anno Domini 1720, between Sir Adam Ash of Ashfield in the county of Berks bart. of the first part, and Bryon Ball of Ballgrove, &c. and Benjamin Bing, &c. of the second part, and Clara Coates of the city of London spinster, of the third part, as follows.

The intended marriage recited,

and a marriage-settlement of this date,

WHEREAS a marriage is intended by God's permission shortly to be had and solemnized by and between the said Sir *Adam Ash* and the said *Clara Coates*, with whom the said Sir *Adam Ash* is to have 10000 l. of lawful money of Great Britain, for and as her marriage-portion; and whereas the said Sir *Adam Ash* for and in consideration of 6000 l. part of the said 10000 l. hath by indentures of lease and release by him duly executed, the said lease bearing date the day next before the day of the date of these presents, and the said release bearing even date herewith, pursuant to a power to him limited in and by one indenture bearing date the twenty-fifth day of July in the year of our Lord 1718, made or mentioned to be made between Sir *Adam Ash* bart. deceased, late father of the said Sir *Adam Ash*, by the name of Sir *Adam Ash* of *Ashfield* in the county of *Berks* bart. and the said Sir *Adam Ash* by the name of *Adam Ash* esq; son and heir apparent of the said Sir *Adam Ash*, of the one part, and Sir *Daniel Deal*, by the name of Sir *Daniel Deal* of *Dealhill* in the said county of *Berks* bart. and *Edward Ellis*, by the name of *Edward Ellis* of *Enden* in the said county of *Berks* esq; of the other part, and

of all and every other power and powers in him the said Sir *Adam Ash*, conveyed and settled the capital messuage, barton, farm and demesne lands of *Ashfield*, and other lands in the said indenture of release particularly mentioned and described, of the yearly value of 500 *l.* as and for the jointure of her the said *Clara Coates* during her natural life; and thereby also covenanted for him and his heirs, that the said capital messuage and other premises were then and so should continue to be during the natural life of the said *Clara Coates* of the full yearly value of 500 *l.* in manner and form as in the said indenture of release is specified and contained; and hath also thereby limited and charged all and singular the manors, lands, tenements and hereditaments in the said indenture of the twenty-fifth day of *July* in the said year of our Lord 1718 mentioned, with the sum of 5000 *l.* for the portion or portions of such daughter or daughters, younger son and younger sons, as the said Sir *Adam Ash* should happen to have by her the said *Clara Coates*, payable at their respective ages of twenty-one years or days of marriage, which should first happen; and with a certain yearly sum or sums payable to such daughter or daughters, younger son or younger sons, for his, her and their respective education and maintenance in the mean time, till the said respective portion and portions should become payable, as in and by the said respective indentures, relation being thereunto had, may more fully appear. Now as to and for 4000 *l.* residue of the said sum of 10000 *l.* it is hereby covenanted, concluded and agreed upon, by and between all and every the said party and parties hereunto, and the said Sir *Adam Ash* for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said *Bryan Ball* and *Benjamin Bing*, their executors, administrators and assigns, that it shall and may be lawful to and for the said *Bryan Ball* and *Benjamin Bing*, and the survivor of them, and the executors and administrators of such survivor, to place and lay out the said sum of 4000 *l.* by and with the consent of him the said Sir *Adam Ash*, in the purchase of *South-sea* stock, *Bank* stock, *East-India* stock, or upon any mortgage or mortgages, or upon any other government or good security whatsoever, and to call or take in, and again from time to time so to place and lay out the same, or any part thereof, in trust and to the uses, intents and purposes herein after-mentioned; (that is to say) in trust first to pay, or cause to be paid, all the interest, profit, benefit, dividend and dividends, and proceed thereof, and of every part thereof, and also all the increase or gain of the capital or principal thereof which hereafter shall happen to be made by the rise or otherwise of the value of such stock, or other security or securities, over and beyond the said principal sum of 4000 *l.* to the said Sir *Adam Ash* and his assigns, during his natural life, for his and their use and benefit; and from and after the decease of the said Sir *Adam Ash*, then in like manner to pay, or cause to be paid, all the interest, profit, benefit, dividend and dividends, and proceed thereof, and of every part thereof, and also all the increase

(made pursuant to a power in a settlement made by his father)

by which first mentioned settlement, in consideration of part of the portion, a jointure is settled on the intended wife,

and portions charged for younger children,

and maintenances.

The now agreement as to the residue of the portion.

Trustees to place the same at interest,

and pay the profits to husband during life;

then to the wife for life;

then to the younger children of the marriage, as the father shall appoint;

and for want of appointment, equally among them.

If no such child, then to the survivor of husband and wife.

Provido that if the husband settles an equivalent in land to the use of himself for life,

then to the wife for life,

then to the younger children, &c.

or gain of the capital or principal thereof which hereafter shall happen to be made by the rise or otherwise of the value of such stock, or other security or securities, over and beyond the principal sum of 4000 *l.* to the said *Clara Coates* and her assigns, during her natural life, for her and their own use and benefit, for and as an increase of her maintenance; and from and after the decease of the said *Clara Coates*, then in trust to pay, or cause to be paid, the interest and benefit, proceed, dividend and dividends thereof, as also the said principal sum of 4000 *l.* to such daughter and daughters, younger son and younger sons, as he the said *Sir Adam Ash* shall happen to have by her the said *Clara Coates*, in and by such sum and sums, quota and quotas, portion and portions, and at such time and times, as he the said *Sir Adam Ash*, in and by his last will and testament by him signed in the presence of two or more credible witnesses, and by them attested, or in and by any deed or writing so by him signed and attested, shall direct and appoint; and for want of such appointment, then to pay, or cause to be paid, the said principal sum of 4000 *l.* and all the interest, profit, benefit, dividend and dividends, and proceed thereof, and all the interest and gain of the principal stock as aforesaid, to and amongst such daughter or daughters, younger son and younger sons, equally between them, if there shall be more than one such; and in case there shall be no such daughter or daughters, son or sons, who shall take by virtue of these presents, then in trust to pay the same, and every part thereof to be paid to the survivor of them the said *Sir Adam Ash* and *Clara Coates*, his or her executors, administrators and assigns, to his, her or their own use and benefit. Provided always nevertheless, and it is the true intent and meaning of these presents, and of all and every the party and parties hereunto, that if the said *Sir Adam Ash* shall at any time or times during his natural life purchase any manor, lands, tenements or hereditaments of the clear yearly value of 200 *l.* or more in fee-simple, and shall settle and convey the same to the said *Bryan Bail* and *Benjamin Bing*, and their heirs, to the use of him the said *Sir Adam Ash* and his assigns, during his natural life; and after his decease, to the use of her the said *Clara Coates* and her assigns, during the term of her natural life; and from and after the deaths and deceases of the said *Sir Adam Ash* and *Clara Coates*, then to the use of and in trust of such daughter and daughters, younger son and younger sons, as he the said *Sir Adam Ash* shall happen to have by her the said *Clara Coates*, for such estate and interest, and in and by such quantities and proportions, as he the said *Sir Adam Ash*, in and by his last will and testament by him signed in the presence of two or more credible witnesses, and by them attested, or in and by any deed or writing so by him signed, and so attested, shall direct or appoint; and for want of such direction and appointment, then to the use of such daughter and daughters, younger son and younger sons, equally between them, share and share alike, if there shall be more than one such daughter or daughters, son or sons; and in

in case there shall be no such daughter or daughters, son or sons, who shall take by virtue of such settlement, then to the use of the survivor of them the said Sir *Adam Ash* and *Clara Coates*, and the heirs and assigns of such survivor; that then and in that case it shall and may be lawful to and for the said Sir *Adam Ash*, his executors, administrators and assigns, to have, take and receive the aforesaid principal sum of 4000*l.* and all and all manner of advantage and increase thereof, to his, her and their own use and benefit. And in case the said Sir *Adam Ash* shall purchase lands to the clear yearly value of 100*l.* but not less than 100*l.* per annum, and shall so settle the same as aforesaid, that then he, his executors and administrators shall be intitled to a proportionable share of the said principal sum of 4000*l.* and of all advantage and increase thereof, reckoning 2000*l.* principal for 1000*l.* per annum. Item, It is agreed by and between all and every the said parties hereunto, that it shall and may be lawful to and for the said Sir *Adam Ash* during his natural life, and from and after his decease to and for the said *Clara Coates* during her natural life, to lease, grant or demise all or any part of the said premises so to be purchased and settled, when settled as aforesaid, for any term not exceeding the term of twenty-one years, under a rent to the full improved yearly rack-value thereof, to continue payable during such lease, any thing in these presents contained to the contrary thereof in any wise notwithstanding. Item, whereas the said Sir *Adam Ash* deceased, in and by his last will and testament bearing date the twenty-fourth day of *July* 1718. thereby amongst other things reciting, that whereas by certain articles of agreement indented, made and concluded on or about the seventeenth day of *February* in the year of our Lord 1689. made between *Fulk Font* esq; of the first part, him the said Sir *Adam Ash* of the second part, and *Guy Font* of *Gand* esq; *Hugh Hicks* of *London* esq; and *Jerom Joy* of *Irrill* merchant, all since deceased, of the third part, the said *Fulk Font* did agree to pay the sum of 5000*l.* as a marriage-portion with his then eldest daughter *Leonora*, his the said Sir *Adam Ash*'s late wife, and that the said marriage-portion was to be paid to trustees for the purposes in the said writing contained; and that whereas the said 5000*l.* was not paid to the said trustees, but was by his brother *Fulk Font* paid to him the said Sir *Adam Ash*; and that whereas it was in the said articles contained as follows, or to that effect, (*viz.*) if it should so happen that the said *Leonora* died before him the said Sir *Adam Ash*, leaving a younger child or children, which should any of them live to the age of twenty-one years, or be married after age of consent, then the said 5000*l.* to be paid to any such issue, or amongst all or any of them, in such manner and proportion as he the said Sir *Adam Ash* by any writing, or by his last will in writing, should direct, limit and appoint; in pursuance whereof, and of the power and authority to him given in and by the said articles, and for avoiding all controversies after his decease about the paying, dividing and distributing the said sum of 5000*l.* he did

And if no such child to the survivor of husband and wife.

That then the husband may receive the residue of the portion, and in proportion on purchasing is to half the value, &c.

Leasing power, with restrictions.

The will of the husband's father recited, in which his marriage-articles

(containing a provision for younger children) are recited.

in

The will makes
an appointment,

and devises the
residue of his
personal estate,

upon trust to pay
debts and lega-
cies,

and certain real
estates upon
divers trusts.

A codicil of the
same ancestor
recited,

whereby he re-
vokes and alters
part of the will ;

in and by his said will direct, limit and appoint that the said sum of 5000 *l.* should be paid, divided and distributed to and amongst the issue that he had by his said late wife *Leonora*, daughter of *Sir Fulk Font*, in such manner and proportion as is therein after mentioned ; (that is to say) to his daughter *Leonora* the sum of 2000 *l.* and to each of his younger sons, *Matthew*, *Nathaniel* and *Fulk*, he did limit and appoint 1000 *l.* apiece, and thereby after several other legacies he gave and bequeathed all and every the rest and residue of his goods, chattels, real and personal estate not therein before given and bequeathed, to *Sir Owen Osborn*, *Priscilla* the wife of the said *Fulk Font* his brother, *Rachel* the sister of his late deceased wife, *Simon Slade* of *Sparkell* esq; doctor in physick, and the reverend *Mr. Tull*, vicar of the parish of *Tilton*, their executors and assigns ; in trust in the first place, by and out of the same to pay off and discharge all his just debts that he should owe at the time of his death, as also the legacies thereby by him given to his said three sons and daughters, or as far as the same would extend ; and thereby he also gave and bequeathed to the said *Sir Owen Osborn*, *Priscilla* the wife of the said *Fulk Font*, *Rachel* the sister of his said deceased wife, *Simon Slade* and *Thomas Tull*, and their heirs for ever, all his messuages, lands, tenements, hereditaments and premises, with the appurtenances (not therein before given and bequeathed) situate, lying and being in the several parishes of *Tilton* [here other parishes] or elsewhere within the kingdom of *England*, of which he was seised of an estate of freehold and inheritance, to the uses, and by and under the trusts therein after-mentioned and declared of and concerning the same ; as in and by the said will, relation being thereto had, more fully may appear. And whereas the said *Sir Adam Ash* deceased, in and by a codicil annexed to his said will, the said codicil bearing date the twenty-sixth day of *October* in the said year of our Lord 1717. for the reasons therein did revoke that part of his said will which constituted the right honourable *Sir Owen Osborn* one of his executors, and all gifts, bequests and devises therein and thereby made to him, and in his room and stead did constitute and appoint the reverend *Xerxes Xoll* clerk, rector of *Yar* in the said county of *Berks*, esq; executor of his will, in conjunction with the rest of his executors therein named, and also revoked the said devise of all his said messuages, lands and hereditaments, with the appurtenances, not before in and by the said will given, situate, lying and being in the said several parishes of *Tilton* &c. or elsewhere within the kingdom of *England*, whereof he was seised of an estate of freehold or inheritance, so made to them the said *Sir Owen Osborn*, *Priscilla Font*, *Rachel* the sister of the said late wife of him the said *Sir Adam Ash*, *Simon Slade* and *Thomas Tull*, and their heirs, and in and by the said codicil did give and devise unto the said *Priscilla Font*, *Rachel Font* the sister of the said late wife of him the said *Sir Adam Ash*, *Simon Slade*, *Thomas Tull* and *Xerxes Xoll*, and to their executors, administrators and assigns, all his said messuages, lands, hereditaments and premises, with the appur-

tenances

tenances (not by his will or codicil otherwise given) situate, lying and being within the kingdom of *Great Britain*, of and in which he was seised of an estate of freehold or inheritance, for and during the full term and time of one thousand years from his decease to be computed, upon and under the trusts therein after by him declared and mentioned touching the same; (that is to say) in trust that his said trustees should out of the rents, issues and profits of the said lands, or by leasing, mortgaging, or absolute sale of the same, or of a competent part thereof, during the said term, pay and reimburse themselves all costs and charges whatsoever, that they or any of them should or might be put unto, have occasion to expend or lay out in any wise howsoever, by reason or occasion of their being named as executors or trustees, in, by or of his said will: and upon this farther trust, that they the said trustees should and might, by all, any or either the ways aforesaid, levy and raise from time to time such sum and sums of money as should be necessary for the payment of his just debts and legacies, as his personal and testamentary estate should fall short of answering; and also to reimburse, satisfy and pay unto *Zaccheus Zore* and *Arthur Andrews* therein named, their heirs, executors and administrators, and every of them, all such debts, damages and costs, as they, any or either of them should be compelled to pay, or should sustain or be put unto, if any happen by reason or occasion of the said *Zaccheus Zore* and *Arthur Andrews*, their having been some time thencefore bound or becoming security to the society or company of *English* merchants trading to the *East-Indies* on account and behalf of his said son *Nathaniel*; and his will was, that when and as soon as all and every the trusts aforesaid should be fully executed and performed, that then immediately from thenceforth the said term of one thousand years should cease and determine, or else be by the said trustees thereof then living assigned over, in trust to attend the freehold and inheritance of the said lands therein comprized for the benefit of all and every the person or persons therein named in remainder, when and as they should severally and respectively become intitled to the freehold and inheritance of the said lands in possession, by virtue of that his said will, or of any limitation therein contained; and after the determination of the said estate and term of one thousand years, then he gave the same to his said son *Sir Adam Ash* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and afterwards to certain trustees therein named and their heirs, during the life of the said *Sir Adam Ash*, to preserve the contingent remainders; and afterwards to the first and every other son and sons of the said *Sir Adam Ash* in tail male; with divers other remainders over, in the said codicil limited and expressed; as in and by the said codicil, relation being thereto had, more fully and at large it doth and may appear. And whereas the said *Zaccheus Zore* and *Arthur Andrews* have, by their deed bearing date the thirtieth day of *April* before the date of these presents, released the said trust so limited.

and devised lands to trustees for a long term,

upon trust to pay their own charges,

and debts and legacies, in aid of the personal estate,

and indemnify certain sureties for one of his sons;

then the term to cease, or be assigned to attend, &c.

Then the lands to the now first party for life, sans waste; then to trustees, to preserve, &c.

then to first and other sons successively in tail mail, &c.

Recital that the sureties have released their indemnity,

for

and that the personal estate was not sufficient to pay the portions for the younger children of the testator.

The husband covenants to procure a long lease to secure an annuity to the wife for her life, for exonerating the lands from the said portions.

The will of the wife's mother recited;

whereby (in pursuance of a power given by her husband's will) she gives several sums for the benefit of this daughter, viz. a sum for a portion.

for their indemnity as aforesaid; and whereas the personal estate of the said Sir *Adam Ash* deceased amounted to no more than 500*l.* which was not sufficient, or little more than sufficient to pay his other debts and legacies; it is hereby declared and agreed, that it shall and may be lawful to and for the said Sir *Adam Ash*, and the said Sir *Adam Ash* for himself, his heirs, executors and administrators, doth hereby covenant, grant and agree, to and with the said *Bryan Ball* and *Benjamin Bing*, their executors and administrators, that he the said Sir *Adam Ash* shall and will within six months next ensuing, for exonerating the said lands, tenements and hereditaments, of and from the said 5000*l.* so given to the said younger sons and daughters of the said Sir *Adam Ash* as aforesaid, purchase or procure a lease to the said *Bryan Ball* and *Benjamin Bing*, their executors, administrators and assigns, of part of the said premises, of the clear yearly value of 200*l.* and upwards, of the said trustees of the said Sir *Adam Ash* deceased, their executors, administrators and assigns, for and during the term of ninety-nine years, if she the said *Clara Coates* shall live so long, to commence from the death of the said Sir *Adam Ash*, party hereto; in trust that they the said *Bryan Ball* and *Benjamin Bing*, their executors, administrators and assigns, do raise and levy out of the rents, issues and profits of the said premises, the clear yearly sum of 200*l.* for the sole use and benefit of her the said *Clara Coates* and her assigns, during her natural life, for her better support and maintenance, and pay the same to her quarterly, to wit, at *Michaelmas*, *Christmas*, *Lady-day* and *Midsummer*; the first quarterly payment to be made upon such of the said quarter-days as shall first and next happen after the death of the said Sir *Adam Ash*; and after the payment of the said clear yearly sum of 200*l.* in manner and form aforesaid, then to pay the overplus (if any be) to the executors, administrators and assigns of the said *Adam Ash*. And whereas *Barbara Coates*, late of *Hackney* in the county of *Middlesex* widow, late mother of the said *Clara Coates*, in and by her last will and testament bearing date the twenty-fourth day of *November* in the year of our Lord 1719. did, in pursuance of a power and authority to her given in and by the last will and testament of her late husband *Charles Coates*, give, dispose of, bequeath and appoint unto or for the benefit of her said daughter *Clara Coates* out of the estate of her said late husband the several sums of money therein after-mentioned to be paid to her the said *Clara Coates* for her use and benefit, at such times and in such manner, and for such purposes as is therein after in that behalf expressed, (that is to say) the sum of 10000*l.* for the marriage-portion of the said *Clara Coates*, to be paid to her at her age of twenty-one years or day of marriage, which should first happen, provided she married with the consent and approbation of her two uncles, Sir *David Dill* and *Edward Endy*, esq; or the survivor of them (if they or either of them should be then living) together with interest for the same at the rate of 4*l.* per cent. per annum, from the time of her the said testatrix's decease

until

until the time the same should become payable as aforesaid; and the farther sum of 1000 *l.* for providing clothes and other necessities for the said *Clara Coates* upon her marriage, to be paid her upon that occasion; and the farther sum of 2000 *l.* which said last mentioned sum of 2000 *l.* she did will, order, direct and appoint should immediately after her decease be paid to her sons *Francis Coates* and *George Coates*, or the survivor of them, or the executors or administrators of such survivor, and should remain and continue in their hands during the life of her said daughter the said *Clara Coates*, upon the trusts, and to and for such uses and purposes as are therein after-mentioned concerning the same; that is to say, upon trust that they the said *Francis Coates* and *George Coates*, and the survivor of them, and the executors and administrators of such survivor, should from and after the testatrix's decease, for and during the life of the said *Clara Coates*, answer and pay interest for the same after the rate of 4 *l. per cent.* by equal quarterly payments, unto such person and persons only, and for such uses and purposes as she the said *Clara Coates* should from time to time, notwithstanding her coverture, and whether she should be sole or married, by any writing or writings under her hand direct or appoint, unto the end the same might not be at the disposal of, or subject or liable to the controul, debts or engagements of any husband which the said *Clara Coates*, should happen to marry; and in default of and until such direction and appointment, to the proper hands of the said *Clara Coates* whose receipt should from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who should so pay the same, for so much thereof for which such receipt should be given: and upon this farther trust, that they the said *Francis* and *George*, and the survivor of them, or the executors or administrators of such survivor should and did pay and dispose of the said sum of 2000 *l.* unto such person and persons, and for such uses and purposes, and in such parts and proportions, manner, and form as the said *Clara Coates*, notwithstanding her coverture, and whether she should be sole or married, by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, sealed and published in the presence of three or more credible witnesses, should give, devise, limit or appoint the same; and in default of such gift, devise, limitation or appointment, then her will directed and appointed that the said *Francis* and *George* should have and enjoy the said sum of 2000 *l.* so given or appointed, to and for their own use and benefit, in equal moieties between them, share and share alike. Which said several sums of 10000 *l.* 1000 *l.* and 2000 *l.* so given or appointed to or for the benefit of the said *Clara Coates* as aforesaid, were thereby declared to be in full of all her claims and demands out of all or any part of the estate of the testatrix's late husband, or the increase thereof since his death, except what is therein after expressly given or appointed to her. And the said *Barbara*, in farther pursuance of the said power or otherwise, did give

A sum for wedding-clothes, and a sum to trustees;

to be at her separate disposal, exclusive of her husband.

And if no disposal, then a devise over.

A devise of
jewels, &c.

The husband
agrees that the
wife shall enjoy
the bequests to
her separate use;

and that he
will not inter-
meddle,

but will corro-
rate, &c.

give, dispose of or bequeath unto the said *Clara Coates* all the diamonds and other jewels which the said testatrix was possessed of, and the intire furniture of the yellow room, the bed and bedding, and all belonging to the same, together with that piece of tapestry which was then in her brother *Endy's* room, which was part of the set of tapestry in the yellow room, and also the cabinet in her own closet, and all that was or should be in it at the time of her decease, and all the rest of the furniture of her closet, together with every thing belonging to the said testatrix in the two cupboards in the best chamber, and the glass-case in the passage-room up two pair of stairs; and all the linen that was or should be at the time of the testatrix's death in the new wainscot-chest in the gallery, except those marked *C. C. B.* as in and by the said last will and testament of the said *Barbara Coates*, relation being thereunto had, more fully and at large it doth and may appear; it is hereby farther agreed, by and between all and every the party and parties hereunto, and the said *Sir Adam Ash* more especially, for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said *Bryan Ball* and *Benjamin Bing*, their executors, administrators and assigns, that as well all and every the said several sums of 1000 *l.* and 2000 *l.* and all manner of gain, benefit, advantage, interest, increase and proceed thereof, as all and every part of the said diamonds, jewels, plate, furniture, goods, things, and other the said recited legacies given to the said *Clara Coates*, or in trust for her and the said trustees in the said testatrix's will named, any or either of them, shall be and remain to the sole and separate use and disposal of the said *Clara Coates*, exclusive of the said *Sir Adam Ash*, his executors, administrators and assigns, notwithstanding the said intended coverture between him the said *Sir Adam Ash*, and the said *Clara Coates*; and that he the said *Sir Adam Ash*, his executors, administrators or assigns, shall not nor will at any time or times whatsoever claim, ask, demand, sue for, intermeddle or have any thing to do therewith; and that he, his executors and administrators shall and will, at any time or times hereafter, at the request, cost and charges in the law of the said trustees in the said testatrix's will named, any or either of them, make, do, execute or suffer, or cause or procure to be made, done, executed and suffered, any farther or other reasonable act and acts, thing and things, conveyance and conveyances whatsoever, for the farther and better assuring as well of all or any part of the said several sums of 1000 *l.* and 2000 *l.* and all manner of gain, benefit, advantage, interest, increase and proceed thereof, as of all or any part of the said jewels, plate, furniture, and other the said recited legacies so given to the said *Clara Coates*, or in trust for her as aforesaid, to the sole, only and separate use and disposal of the said *Clara Coates*, exclusive of the said *Sir Adam Ash*, his executors, administrators and assigns, notwithstanding the said intended coverture between them. And that he the said *Sir Adam Ash* shall and will immediately

ately after the celebration of the said intended marriage seal and execute in due form of law, to the executors of the last will and testament of the said *Charles*, late father of the said *Clara Coates*, and to the executors of the said last will and testament of the said *Barbara*, and to the said trustees therein named, any or either of them, a good and sufficient release of all the estate, right, title, interest, property, claim and demand whatsoever of her the said *Clara Coates*, of, in or to all and every part of the personal and testamentary estate of the said *Charles Coates*, late father of the said *Clara Coates*, except the 10000*l.* the portion aforesaid. In witness, &c.

and will release to the executors of her father and mother.

Articles before marriage. The intended husband's No. 22.
father covenants to pay him a sum of money, and another sum to trustees: the wife's father covenants also to pay a sum to the same trustees for her portion. These two latter sums to be laid out in lands, and settled. The substance of the settlement directed. Indemnity to the trustees.

THIS indenture tripartite, made the twenty-ninth day of May anno Domini 1726, and in the twelfth year of the reign, &c. between *Austin Ash senior* of London esq; and *Austin Ash junior* of Brentford in the county of *Middlesex* esq; only son and heir apparent of the said *Austin Ash senior* of the first part, *Charles Cash* of London merchant, and *Deborah Cash* spinster, his only daughter, of the second part, and *Ezekiel Ellis* of Fenchurch-street London esq; *Godfrey Gale* of the parish of St. Andrew Holborn in the county of *Middlesex* brewer, *Humphrey Hurt* citizen and wax-chandler of London, and *Joseph Cash* of London merchant, of the third part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Austin Ash junior* and the said *Deborah Cash*: now this indenture witnesseth, that in consideration of the said intended marriage, and of the covenant and agreement herein after contained on the part and behalf of the said *Charles Cash*, and for the better preferment and advancement of the said *Austin Ash junior*, and for and towards making a jointure for the said *Deborah Cash*, in case the said intended marriage shall take effect, and she survive the said *Austin Ash junior* her intended husband, and for making provision for the issue of the said intended marriage, and for the purposes herein after-mentioned, the said *Austin Ash senior* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joseph Cash*, their executors and administrators, in manner following; that is to say, that in case the said intended marriage shall take effect, the said *Austin Ash senior*,

The parties.

The intended marriage recited.

The considerations of this deed.

The father of the husband covenants to pay a sum of money to him.

And ano. her
sum to trustees.

The wife's fa-
ther covenants
to pay a portion
into the hands
of the trustees.

The sums so
paid to the trus-
tees.

by consent of
husband and
wife, or the
survivor,

senior, his heirs, executors and administrators, shall and will, immediately upon or before the solemnization thereof, well and truly pay, or cause to be paid, unto the said *Austin Ash junior*, the sum of 5000*l.* of lawful money of *Great Britain*, to and for his own use, and for his better advancement and preferment in the world. And farther, that he the said *Austin Ash senior*, his heirs, executors and administrators shall and will, immediately upon or before the solemnization of the said intended marriage, well and truly pay, or cause to be paid, unto the said *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joseph Cash*, their executors or administrators, the farther sum of 5000 *l.* of like money, to be applied and disposed of for such intents and purposes, and in such manner as are herein after-mentioned, expressed and declared, of and concerning the same. And the said *Charles Cash*, in consideration of the said intended marriage, and of the said covenants and agreements herein before contained on the part and behalf of the said *Austin Ash senior*, and for and towards making a jointure for the said *Deborah Cash*, in case the said intended marriage take effect, and she survive the said *Austin Ash junior*, and for making provision for the issue of the said intended marriage, and for the purposes herein after-mentioned, doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joseph Cash*, their executors and administrators, that in case the said intended marriage shall take effect, he the said *Charles Cash*, his heirs, executors or administrators shall and will, immediately upon or before the solemnization of the said intended marriage, well and truly pay, or cause to be paid, unto the said *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joseph Cash*, their executors or administrators, the sum of 5000 *l.* of like money (in full for the marriage-portion of the said *Deborah Cash* his daughter) to be applied and disposed of for such intents and purposes, and in such manner as are herein after-mentioned, expressed and declared, of and concerning the same. And it is hereby declared and agreed by and between all the said parties to these presents, that the said two several sums of 5000 *l.* and 5000 *l.* making together the sum of 10000*l.* so covenanted and agreed to be paid to the said *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joseph Cash*, their executors or administrators as aforesaid, are to be so to them paid upon the trusts, and to and for the intents and purposes, and under and subject to the provisos and agreements herein after-mentioned, expressed and declared, of and concerning the same; that is to say, upon trust that they the said *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joseph Cash*, or the survivors or survivor of them, or such others on whom the trusts hereby created shall or may devolve by virtue of these presents, shall and do, with the consent and approbation of the said *Austin Ash junior* and *Deborah* his intended wife, or the survivor of them, or the executors or administrators of such survivor (so soon after the solemnization of the said intended marriage as a convenient

convenient purchase or purchases can be found) lay out and dispose of the said sum of 10000 l. in a purchase or purchases of freehold or copyhold messuage or messuages, lands, tenements or hereditaments of an estate of inheritance in possession, in some convenient place or places within that part of *Great Britain* called *England*, and thereupon settle, convey and assure, or cause and procure to be settled, conveyed and assured, all such messuages, lands, tenements or hereditaments so to be purchased as aforesaid, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the provisos, limitations and agreements herein after mentioned, expressed and declared, of and concerning the same; that is to say, to the use of the said *Austin Ash junior*, during the term of his natural life, without impeachment of waste; and from and after the determination of that estate, then to the use of trustees to be for that purpose named, and their heirs, during the life of the said *Austin Ash junior*, upon trust to support the contingent uses and estates herein after limited or mentioned from being defeated and destroyed, and for that purpose to make entries or bring actions, as the case shall require, but nevertheless to permit and suffer the said *Austin Ash junior* and his assigns, during his natural life, to receive and take the rents and profits thereof, to and for his and their own use and benefit; and from and after his decease, then to the use of the said *Deborah Cash* his intended wife, for and during the term of her natural life, in full for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law, which she can or may have or claim of, in, to or out of all and every or any the messuages, lands or hereditaments whereof the said *Austin Ash* her intended husband now is, or during the intended coverture between them shall be seised of any estate of freehold or inheritance; and from and after the several deceases of them the said *Austin Ash junior* and *Deborah* his intended wife, and the decease of the survivor of them, then to the use of all and every, or such one or more of the children of the said *Austin Ash junior* on the body of the said *Deborah* his intended wife to be begotten, and for such estate and estates, and in such parts and proportions, manner and form, with or without power of revocation, as he the said *Austin Ash junior* shall at any time or times during his life, by any deed or deeds, writing or writings under his hand and seal attested by two or more credible witnesses, or by his last will and testament in writing, to be by him signed, published and declared in the presence of three or more credible witnesses, direct, limit, give or appoint the same; and in default of such direction, limitation, gift and appointment, or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine, then in case there shall be one or more child or children of the said *Austin Ash junior* on the body of the said *Deborah* his intended wife to be begotten (besides an eldest or only son) the said messuages, lands and hereditaments so to be purchased as aforesaid,

to be laid out in a purchase in England,

and settled to the use of the husband for life, *sans waste*; then to trustees, to preserve, &c.

then to the wife for life, in bar of dower;

then to children of the marriage, as the husband shall appoint;

and for want of appointment, and there be younger children,

a term to be
created to raise
a sum, &c.

for their por-
tions,

when payable.

Benefit of sur-
vivorship,
not exceeding a
certain sum.

and mainte-
nances until por-
tions payable.

shall in and by such settlement to be made thereof as aforesaid be charged and subjected by limiting or raising a term or terms for years, to be vested in trustees for that purpose, or by such other good and effectual ways and means as shall be thought proper, and as counsel learned in the law shall advise, with and to the raising and payment thereof of such sum and sums of money for the portion and portions of such child or children (not being an eldest or only son) as are next herein after mentioned; that is to say, if there shall be but one such child, then with the payment of the sum of 3000*l.* of lawful money of *Great Britain*, for his or her portion; and if there shall be two or more such children, then with and to the payment of the sum of 5000*l.* of like money for their portions, to be equally divided between them, share and share alike; the said portion or portions of the same child or children to be paid to such of them as shall be a son or sons, at the age of twenty-one years; and to such of them as shall be a daughter or daughters, at the age of twenty-one years, or day or days of marriage, which shall first happen, after the decease of the survivor of them the said *Austin Ash junior* and *Deborah* his intended wife, but if in their or either of their life-time, then within three calendar months next after the decease of the survivor of them, and not sooner, unless with the consent of them the said *Austin Ash junior* and *Deborah* his wife, or the survivor of them, testified in writing under their hands, or the hand of the survivor of them; and the said portion or portions to survive among the same children, in case any of them being a son or sons die before the age of twenty-one years or marriage, so as no one of them shall have above the sum of 3000*l.* for his or her portion; and the same premises shall by the ways and means aforesaid, or otherwise, be charged with and subjected to the raising and payment of such yearly sum and sums of money out of the rents and profits thereof, for the maintenance and education of the same child or children, in the mean time from and after the decease of the survivor of them the said *Austin Ash junior* and *Deborah* his intended wife, and until the said portion or portions shall become payable as aforesaid, as are herein after mentioned; that is to say, in case there shall be but one such younger child, then the sum of 100*l.* for his or her maintenance and education; and in case there shall be two or more such younger children, then to the payment of 200*l.* yearly, for their maintenances and educations, to be equally divided between them, share and share alike; such yearly sum or sums for maintenances and educations to be paid to such younger child or children respectively at the four most usual feasts or days of payment in the year, that is to say, the feasts of the annunciation of the blessed Virgin *Mary*, the nativity of *St. John baptist*, *St. Michael* the archangel, and the birth of our Lord *Christ*, by even and equal portions, free of taxes; the first payment thereof to begin and be made on such of the same feasts or days of payment as shall first and next happen after the decease of the survivor of them the said *Austin*
Ash

Ash junior and *Deborah* his intended wife. And in such settlement as aforesaid shall be inserted and contained proper and usual clauses or provisos for ceasing such term or terms for years, and such charge for portions and maintenances as aforesaid, when and so often as the same shall be raised and paid, or in case the same shall not become due or payable; and subject to the said several estates for life of the said *Austin Ash junior* and *Deborah* his intended wife, and of the survivor of them, and so charged and chargeable, and subject to such portion and portions, and maintenance as aforesaid, the said messuages, lands or hereditaments to be purchased as aforesaid, shall (in default of such direction, limitation, gift and appointment to be made by the said *Austin Ash junior* as aforesaid) be settled, conveyed and assured to the use of the first son of him the said *Austin Ash junior* on the body of the said *Deborah* his intended wife to be begotten, and of the heirs of the body of such first son lawfully issuing; and for default of such issue, then to the use of the second, third, fourth, fifth, sixth, seventh, and of all and every the son and sons of the said *Austin Ash junior* on the body of the said *Deborah* his intended wife to be begotten, severally, successively and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons and the heirs of his body always to be preferred and to take before the younger of such son and sons, and the heirs of his and their body and bodies issuing; and in default of such issue, and that there shall be no daughter or daughters of the said *Austin Ash junior* on the body of the said *Deborah* his intended wife to be begotten, who shall live to attain the age of twenty-one years or be married, then to the use of him the said *Austin Ash junior*, and of his heirs and assigns for ever; but in case there shall be no such son or sons of the said *Austin Ash junior* on the body of the said *Deborah* his intended wife to be begotten, who shall live to attain the age of twenty-one years or be married, and there be one more daughter or daughters, then (in default of such direction, limitation, gift and appointment as aforesaid) to the use of trustees to be for that purpose named, and their heirs, in trust as soon as conveniently may be, after the decease of the survivor of them the said *Austin Ash junior* and *Deborah* *Cash*, to sell and dispose of the said messuages, lands or hereditaments so to be purchased as aforesaid, either together or in parcels, for the most monies and best price that can be reasonably had or gotten for the same, and to pay, apply and dispose of the monies arising by such sale or sales in manner following; that is to say, in case there shall be only one such daughter as aforesaid, in trust to pay out of the monies arising by such sale or sales the sum of 5000 *l.* of lawful money of *Great Britain*, unto such only daughter for her portion; but in case there shall be two or three such daughters and no more, then in trust to pay out of the monies arising by such sale or sales

The settlement to contain a clause for ceasing the term.

If no appointment, then to the sons of the marriage successively in tail.

If no son or daughter, &c.

then to the husband in fee,

If no such son attain twenty-one or marry, and there be daughters, &c., then to trustees

to sell, and pay part of the money among the daughters.

If four or more,
the whole mo-
ney among
them.

When payable.

Survivorship,

not exceeding
a certain sum.

Interest, how
to go.

The residue to
be paid as the
husband shall
direct.

Provido, if the
money is not
laid out before
portions pay-
able, then not
to be laid out.
&c.

the sum of 8000*l.* of like money, unto and amongst the same two or three daughters for their portions, equally to be divided between them, share and share alike; but in case there shall be four or more such daughters, then in trust to pay the whole of the monies arising by such sales unto and amongst the same daughters for their portions, equally to be divided between them, share and share alike; the said portion or portions of the said daughter or daughters to be paid to her or them respectively, at her or their respective age or ages of twenty-one years, or day or days of marriage, which shall first happen, in case such times of payment happen after such sale or sales is or are herein before directed to be made as aforesaid; but if before or sooner, then immediately upon such sale or sales, and to survive among the same daughters, in case any of them shall happen to die unmarried before her or their portion or portions shall become payable as aforesaid, so always as no one such daughter shall have above the sum of 5000*l.* for her portion, nor any two such daughters, nor any three such daughters above the sum of 8000*l.* between them for their portions. And it is hereby agreed, that the yearly interest and produce of the said portion and portions of the said daughter and daughters (in the mean time after such sale or sales as is or are herein before directed ought to be made as aforesaid, and until the same portion and portions shall become payable as aforesaid) shall go and be applied (so far as shall be necessary) for and towards the respective maintenances and educations of the same daughter or daughters, and the residue thereof (if any) shall go and be applied for and as an increase and augmentation of her or their portion or portions. And upon this farther trust, that all the residue or overplus of the monies arising by such sale or sales (over and above so much thereof as shall become due or payable unto the said daughter or daughters for her or their portion or portions, upon the respective contingencies aforesaid, and according to the true intent and meaning of these presents) shall be, go and remain, and be paid and applied unto him the said *Austin Ash junior*, his executors, administrators and assigns, or to such person or persons as he the said *Austin Ash junior* by his deed or will shall give or appoint. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case the said sum of 10000*l.* or any part thereof, shall not be laid out and invested in such purchase or purchases as aforesaid, before the said portion or portions of the said daughter or daughters shall become payable respectively as aforesaid, then the same 10000*l.* or so much thereof as shall not have been then so laid out and invested, shall not be laid out at all, but shall go and be paid to such person or persons, and for such purposes, and in such parts and proportions, and at such time or times, and in such manner, as the monies to arise by such sale or sales are herein before directed to go and be paid, in case of such sale or sales as aforesaid, any thing herein before contained to the contrary

contrary thereof in any wise notwithstanding. And it is hereby declared and agreed by and between all the said parties to these presents, that in such settlement to be made as aforesaid shall be inserted and contained a proviso, that in case the said *Austin Ash junior* shall in his life-time prefer any daughter or daughters, younger son or younger sons in marriage, with a portion or portions equal to or greater than what is hereby provided for her, him or them; then and in such case the provision or portion so hereby intended or agreed to be raised for her, him or them, shall cease and not be paid, unless he the said *Austin Ash junior* shall by writing under his hand declare the contrary. And in such settlement shall be likewise inserted and contained a proviso, that what sum or sums of money shall come and accrue to such daughter or daughters, by virtue of the provision herein before made or directed for her or them as younger children, shall be accepted, taken and accounted as part of the provision last herein before made or intended for her or them as daughter or daughters: and in such settlement shall likewise be inserted and contained a proviso or power for the said *Austin Ash junior*, at any time during his life, and after his decease for the said *Deborah Cash* his intended wife, at any time during her life, by indenture under their respective hands and seals, to make leases of the premises so to be purchased and settled as aforesaid, or any part thereof, to any person or persons for any term or number of years not exceeding twenty-one years in possession, so as the most and best improved yearly rents be thereupon reserved and made payable during the continuance thereof, respectively, without taking any fine or income for or in respect of such lease or leases, and so as none of the aforesaid leases be made dispunishable of waste by any express words therein; and that all such leases be under such other restrictions as in such cases are usual. And it is hereby farther declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Ezekiel Ellis, Godfrey Gale, Humphrey Hurt and Joseph Cash*, and the survivors and survivor of them, and such others on whom the trusts hereby created shall or may devolve by virtue of these presents, in the mean time and until the said sum of 10000*l.* shall be laid out in a purchase or purchases as aforesaid, from time to time to lend and place out the same or any part thereof upon any publick or private security or securities at interest, or upon any mortgage or mortgages, or deposits of stocks in the bank of *England, South-sea company, or East-India bonds*, with the good-liking and approbation of the said *Austin Ash junior* during his life, and after his decease, of the said *Deborah* his intended wife during her life, and after both their deceases, then of the executors or administrators of the survivor of them; and from time to time to call and receive in such monies so lent or placed out as aforesaid, or any part thereof, and to sell and dispose of such bonds to be purchased as aforesaid, or any of them, and again to lend, place out or invest the same, or any part thereof, in manner

If the father prefer daughter in his life-time, &c.

her portion to cease, unless he declares otherwise. The settlement to direct these provisions to be for portions,

and to contain a leasing power, &c.

A power to the trustees to place out the money,

with consent, &c.

and so toties quous.

The interest to go as the rents would.

The purchase to bind the husband and wife, and their issue.

without application to any court.

Trustees not to be accountable for losses, for each other, &c.

and may retain their charges.

If any die or quit, the number how supplied,

aforesaid, as often as they shall think fit, with such approbation as aforesaid. And it is hereby farther declared and agreed by and between all the said parties to these presents, that in the mean time and until the said sum of 10000 *l.* shall be laid out in a purchase or purchases of messuages, lands or hereditaments as aforesaid, all the yearly interest and produce that shall be made of the same shall from time to time be paid to and received by such person or persons, as and to whom the rents and profits of the premises so to be purchased as aforesaid (if purchased and settled) would for the time being belong, by virtue of the limitations above mentioned or directed. And it is hereby farther declared and agreed by and between all the said parties to these presents, that all and every such purchase or purchases as shall be made by the said *Ezekiel Ellis, Godfrey Gale, Humphrey Hurt* and *Joseph Cash*, or the survivors or survivor of them, or others on whom the trusts hereby created shall or may devolve by virtue of these presents, with the said sum of 10000 *l.* or any part thereof, of any such messuages, lands or hereditaments as aforesaid, shall be binding and conclusive to the said *Austin Ash junior* and *Deborah* his intended wife, and all and every their children and issue, or other representatives to all intents and purposes, without the direction of, or any application to any court or courts of equity in that behalf, so as such purchase or purchases be made with such consent and approbation as aforesaid. And farther, that they the said *Ezekiel Ellis, Godfrey Gale, Humphrey Hurt* and *Joseph Cash*, or any of them, their or any of their executors or administrators, shall not be charged or chargeable with or accountable for any more monies than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the said trust-monies or any part thereof, so as the same happen without their wilful default, nor any of them for the other or others of them, but each of them only for his and their own respective acts, receipts and disbursements. And also that it shall and may be lawful to and for them the said *Ezekiel Ellis, Godfrey Gale, Humphrey Hurt* and *Joseph Cash*, and each and every of them, their and each and every of their executors and administrators, and all others on whom the said trusts shall and may devolve by virtue of these presents, in the first place by and out of the said trust-monies to deduct and reimburse him and themselves respectively all such loss, costs, charges and expences, as he, they, or any of them shall or may be put unto or sustain, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereto. Provided lastly, and it is hereby declared and agreed by and between all the said parties to these presents, that in case any of them the said *Ezekiel Ellis, Godfrey Gale, Humphrey Hurt* and *Joseph Cash* shall happen to die, or be minded and desirous to be quit and discharged from the trusts hereby in them reposed as aforesaid, at any time or times before such trusts shall be fully executed and performed; then and in any such case, and so often

as

as the same shall happen, it shall and may be lawful to and for the survivors or survivor, or others or other of them the said *Ezekiel Ellis, Godfrey Gale, Humphrey Hurt and Joseph Cash*, with the good-liking and approbation of them the said *Austin Ash junior* and *Deborah* his intended wife, or the survivor of them, or the executors or administrators of such survivor, testified in writing under his or their hand or hands, to nominate, substitute or appoint any new or other trustee or trustees for the purposes aforesaid; in the place or stead of such of them the said *Ezekiel Ellis, Godfrey Gale, Humphrey Hurt and Joseph Cash*, who shall so happen to die, or be minded and desirous to quit and be discharged from the said trusts; and that every such new trustee or trustees to be nominated, substituted or appointed as aforesaid, shall and may from thenceforth act in the management, carrying on and execution of the several and respective trusts aforesaid, or any of them, in all respects, and to all intents and purposes as fully and effectually, and with the like indemnification, as if he or they had been originally in and by these presents nominated or appointed a trustee or trustees for the purposes aforesaid, any thing herein before contained to the contrary notwithstanding. In witness, &c.

with like powers

Marriage-Settlements.

A marriage-settlement (in which the mother and No. 1. sister of the intended husband join) of freeholds, copyholds, and a bishop's lease; with terms raised to provide portions on different events, and to indemnify the settled estates against a provision for a brother who is a minor. See the margin.

THIS indenture quadrupartite made the first day of May 1713, and the twelfth year, &c. between *Anna Acton* of, &c. widow, and relict of *Benjamin Acton* late of, &c. esq; deceased, *Benjamin Acton* of, &c. esq; son and heir of the said *Benjamin Acton* deceased, *David Acton* of, &c. gent. one other of the sons of the said *Benjamin Acton* deceased, *Esther Acton* spinster, one of the daughters of the said *Benjamin Acton* deceased, and *Frances Acton* spinster, the other daughter of the said *Benjamin Acton* deceased, of the first part, *George Gell* of, &c. esq; and *Henry Hill* of London merchant, of the second part, *Sir Jacob Jones* of, &c. bart. and *Leonard Lunn* of, &c. esq; of the third part, and *Michael Meres* of, &c. esq; and *Martha Meres* spin-

The intended marriage recited.

And that the lands intended to be settled are liable to annuities and portions by the will of the intended husband's father, payable to his wife and children, and now agreed to be discharged.

The consideration, the marriage and portion; part paid, part upon future contingencies, by the wife's father;

in full of all she can claim by settlement,

or custom of London;

and for providing her a jointure,

and for settling the manors, &c.

ster, one of the daughters of the said *Michael Meres*, of the fourth part. Whereas a marriage is intended, by the permission of God, to be shortly had and solemnized between the said *Benjamin Aiton* party hereunto, and the said *Martha Meres*; and whereas all and every the freehold and leasehold manors, messuages, lands, tenements and hereditaments herein after-mentioned to be hereby granted, released and assigned, are (among others) by the last will and testament of the said *Benjamin Aiton* deceased or otherwise charged or chargeable with or liable to the payment of several annuities, sums of money, portions and legacies unto the said *Anna Aiton*, *David Aiton*, *Esther Aiton* and *Frances Aiton*, of and from which said annuities, sums of money, portions and legacies, and every of them, the said manors, messuages, lands, tenements and hereditaments are by agreement of all the said parties to these presents to be absolutely freed and discharged: now this indenture witnesseth, that in consideration of the said intended marriage, and of the sum of 5000*l.* of lawful money of *Great Britain* to the said *Benjamin Aiton*, party hereunto, in hand paid by the said *Michael Meres* at or before the enfealing and delivery hereof, and of the covenant herein after contained on the part of the said *Michael Meres* for the payment of the farther sum of 1500*l.* of like money to the said *Benjamin Aiton*, party hereunto, upon the contingencies herein after mentioned, being in full for the marriage-portion of the said *Martha Meres*, and of all portion and portions, and other provisions whatsoever, either in lands and tenements or monies, which at any time or times heretofore have or hath been provided or agreed to be raised or settled, for or for the benefit of the said *Martha Meres* by the said *Michael Meres*, by any deed or settlement whatsoever, or which she can or may have or claim, of, in, to or out of the estate of the said *Michael Meres*, by virtue of the custom of the city of *London* whereof he is a freeman; the receipt and payment of which said sum of 5000*l.* he the said *Benjamin Aiton*, party hereunto, doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Michael Meres*, his executors and administrators for ever by these presents, and for providing a competent jointure and provision of maintenance for the said *Martha Meres*, in case she shall after the said intended marriage had survive and over-live the said *Benjamin Aiton* her intended husband, and for settling and assuring the manors, messuages, lands, tenements and hereditaments herein after mentioned to be hereby granted and released, assigned and covenanted to be surrendered unto such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same respectively. And for and in consideration of the sum of 10*s.* of lawful money of *Great Britain*, to the said *Anna Aiton*, *Benjamin Aiton*, party hereunto, *David Aiton*, *Esther Aiton* and *Frances Aiton*, in hand paid by the said *George Gell* and *Henry Hill*, at or before the enfealing and

and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable causes and considerations them the said *Anna Acton*, *Benjamin Acton* party hereunto, *David Acton*, *Esther Acton* and *Frances Acton*, thereunto moving, they the said *Anna Acton*, *Benjamin Acton* party hereunto, *David Acton*, *Esther Acton* and *Frances Acton*, have, and each and every of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each and every of them doth grant, bargain, sell, release and confirm unto the said *George Gell* and *Henry Hill*, their heirs and assigns, all those the manors of *Nunhill* and *Purton*, *Quon* alias *Quonhall*, with their and every of their rights, royalties, members and appurtenances in the county of *Rutland*, and all that marsh and marsh-ground called *Summoor*, with the appurtenances, in the hundred of *Titford* [*here follow more parcels*] with all and every the lands, tenements, waters, fishings, water-courses and hereditaments whatsoever, thereunto or unto any of them belonging or in any wise appertaining, or accepted, reputed or taken as part, parcel or member thereof, or of any part or parcel thereof, with their appurtenances, or with the same or any of them used, occupied or enjoyed [*here follow more parcels*] all which said woods and wood-grounds before-mentioned are parcel of the said manor of *Quon* alias *Quonhall* aforesaid, and are situate, lying and being in the said hundred of *Titford* in the said county of *Rutland*; all which said manors, messuages, lands, tenements, woods, wood-grounds, hereditaments and premisses afore-mentioned were formerly bought and purchased by the said *Benjamin Acton* deceased, of and from the right honourable *Henrietta* late countess dowager of *Westmoreland*, by indenture bearing date the nineteenth day of *August* which was in the year of our Lord 1676, and inrolled in the high court of chancery, and all and singular other the manors, messuages, lands, tenements and hereditaments conveyed, or mentioned to be conveyed to the said *Benjamin Acton* deceased, his heirs and assigns, in and by the same indenture; and all and singular other the freehold messuages, cottages, barns, stables, dove-houses, gardens, orchards, lands, meadows, grounds, pastures, woods and wood-grounds, heaths, moors, view of frankpledge and hereditaments, with their and every of their appurtenances late of him the said *Benjamin Acton* deceased in *Genbill*, and in every or any of them in the said county of *Rutland*; and all that the moiety or half-part of the manor of *Ingleford*, with all and singular the rights, members and appurtenances thereof and thereunto belonging, in the said county of *Rutland*; and also all that the manor or lordship of *Kington*, with the rights, members and appurtenances thereof in the county of *Lincoln*; and also all and singular messuages, tenements, lands, meadows, pastures and hereditaments, with the appurtenances to the said last mentioned manor or lordship belonging or appertaining, or accepted, reputed or taken as part, parcel or member thereof, situate, lying and being in *Mindon* in

The mother, and her son (the intended husband) and his two sisters grant and release to trustees.

The parcels.

the

the said county of *Lincoln*; and all that messuage or tenement with the appurtenances, and that close of land and pasture commonly called by the name of *Nintol*, or by whatsoever other name or names the same are or have been called or known, containing by estimation eight acres, be the same more or less, situate, lying or being in the said parish of *Mindon* in the said county of *Lincoln*; all which manors of *Fentwell*, *Kington*, and moiety of the said manor of *Ingleford*, and other the last mentioned messuages, lands and hereditaments were formerly the estate and inheritance of *Owen Orton* esq; deceased, and afterwards of the said *Benjamin Acton*; and also all that messuage, tenement, farm, &c. and also all messuages, houses, out-houses, edifices, buildings, barns, stables, lands, tenements, rents, reversions, services, fishings, trees, woods, wood-grounds, underwoods, wastes waste-grounds, commons, common of pasture, royalties, courts, courts leet, courts baron, perquisites and profits of courts, views of frankpledge, waives, estrays, goods and chattels of felons and fugitives, felons of themselves and persons outlawed, wrecks, ways, easements, franchises, liberties, jurisdictions, privileges, profits, commodities, emoluments, hereditaments and appurtenances whatsoever to the said several manors, messuages, lands, tenements, hereditaments and premises, and every or any of them belonging or in any wise appertaining, or accepted, reputed, deemed or taken as part, parcel or member of them or any of them, and all and singular other the freehold manors, messuages, lands, tenements and hereditaments of him the said *Benjamin Acton*, or whereof or wherein he or any other person or persons in trust for him is or are seised of any estate of freehold or inheritance in possession, reversion, remainder or expectancy, situate, lying or being within the said counties of *Rutland*, *Lincoln*, *Northampton* and *Leicester*, or any of them; all which said manors, messuages, lands, tenements, hereditaments and premises are now in the actual possession of the said *George Gell* and *Henry Hill*, by virtue of a bargain and sale to them thereof made by the said *Anna Acton*, *Benjamin Acton* party hereunto, *David Acton*, *Esther Acton* and *Frances Acton*, for the term of one whole year, commencing from the feast of the annunciation of the blessed Virgin *Mary* last past before the date of these presents, in consideration of 5*s.* to them paid by the said *George Gell* and *Henry Hill*, in and by one indenture bearing date the day next before the day of the date hereof, and made or mentioned to be made between the said *Anna Acton*, *Benjamin Acton* party hereunto, *David Acton*, *Esther Acton* and *Frances Acton*, of the one part, and the said *George Gell* and *Henry Hill* of the other part, and by force of the statute for transferring uses into possession made and provided, and the reversion and reversions, remainder and remainders, rents, issues and profits of the said manors, messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby granted and released, and of every of them, and of every part and parcel thereof, and all the estate, right,

Bargain, &c. for
a year mentioned.

General words.

right, title, interest, trust, property, possibility, claim and demand whatsoever, either in law or equity, of them the said *Anna Acton*, *Benjamin Acton* party hereunto, *David Acton*, *Esther Acton* and *Frances Acton*, and of every of them, of, in, to or out of the said manors, messuages, lands, tenements, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said manors, messuages, lands, tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said *George Gell* and *Henry Hill*, their heirs and assigns, to such uses, upon such trusts, and to and for such intents and purposes, and with and under such provisoes, limitations and agreements as are herein after mentioned, expressed and declared, of and concerning the same; that is to say, as to, for and concerning the said manors of *Nunhill* and *Purton*, *Quon* alias *Quonball*, with their and every of their rights, royalties, members and appurtenances in the said county of *Rutland*, and all the said marsh and marsh-grounds called *Summoor*, and all other the manors, messuages, lands, tenements and hereditaments so conveyed or mentioned to be conveyed to the said *Benjamin Acton* deceased, his heirs and assigns, in and by the said indenture bearing date the said nineteenth day of *August* which was in the said year of our Lord 1676, as aforesaid, to the use and behoof of the said *Anna Acton* for and during the term of her natural life, for her jointure; and from and after her decease, then to the use and behoof of the said *Benjamin Acton* party hereunto, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of the said *George Gell* and *Henry Hill*, and their heirs, during the life of the said *Benjamin Acton* party hereunto, upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require; but nevertheless to permit and suffer the said *Benjamin Acton* party hereunto, and his assigns, during his life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit. And as to, for and concerning all the said manor of *Fentwell*, and the said moiety or half-part of the said manor of *Ingleford* in the said county of *Rutland*, and the said manor or lordship of *Kington* in the said county of *Lincoln*, and all other the said manors, messuages, lands, tenements and hereditaments in the said counties of *Rutland* and *Lincoln*, or either of them herein before mentioned to be hereby granted and released, whereof no use is herein before limited to the said *Anna Acton* for her life as aforesaid, to the use and behoof of the said *Benjamin Acton* party hereunto and his heirs, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then to the use and behoof of the said *Benjamin Acton* party hereunto, for and during the term of his natural life, without impeachment of or for any manner of waste;

Habendum
to the trustees in
fee, upon trust;

as to part,

to the intended
husband's mother for life for
her jointure; then to the husband for life,
sans waste; then to the use of the trustees, to preserve contingent uses, &c.

As to other part,

to the use of the husband in fee till the marriage; then to his use for life, *sans waste*;

then to the trustees, to preserve contingent uses, &c.

Then to the use of the intended wife for life for her jointure, in bar of dower.

Then as to both the foregoing parcels, to other trustees, for a long term of years,

Sans waste, upon trusts after mentioned ;

then to the first and other sons of the marriage successively and respectively in tail male ;

waste ; and from and after the determination of that estate, then to the use of the said *George Gell* and *Henry Hill*, and their heirs, during the life of the said *Benjamin Aiton* party hereunto, upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require ; but nevertheless to permit and suffer the said *Benjamin Aiton* party hereunto, and his assigns, during his life, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit ; and from and after his decease, then to the use and behoof of the said *Martha Meres* his intended wife, for and during the term of her natural life, for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law, which she can or may have or claim, of, in, to or out of all and every or any the manors, messuages, lands, tenements and hereditaments, whereof or wherein the said *Benjamin Aiton* party hereunto, now is, or at any time or times hereafter during the coverture between them shall be seised, of any estate of freehold or inheritance. And as to, for and concerning all and every the manors, messuages, lands, tenements, hereditaments and premises in the said counties of *Rutland* and *Lincoln*, or either of them, from and after the determination of the said several and respective uses and estates therein and herein before limited, and as the same shall respectively end and determine, to the use and behoof of the said *Jacob Jones* and *Leonard Lunn*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of two hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared of and concerning the same ; and from and after the end, expiration, or other sooner determination of the said term of two hundred years, then to the use and behoof of the first son of the body of the said *Benjamin Aiton* on the body of the said *Martha Meres* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing ; and for default of such issue, then to the use and behoof of the second son of the body of the said *Benjamin Aiton* on the body of the said *Martha Meres* his intended wife to be begotten, and of the heirs male of the body of such second son lawfully issuing ; and for default of such issue, then to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and of all and every other the son and sons of the body of the said *Benjamin Aiton* on the body of the said *Martha Meres* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing ; the elder of such

such sons and the heirs male of his body always to be preferred and to take before the younger of such son and sons and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use and behoof of the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, for and during the full end and term of three hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after-mentioned, expressed and declared, of and concerning the same; and from and after the end, expiration, or other sooner determination of the said term of three hundred years, then to the use and behoof of the right heirs of the said *Benjamin Acton*, party hereunto, for ever. And as to, for and concerning all and every the said messuages, marsh-grounds, lands, tenements, hereditaments and premises in the said several counties of *Northampton* and *Leicester*, to the use of the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of four hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste, upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after-mentioned, expressed and declared of and concerning the same; and from and after the end, expiration or other sooner determination of the said term of four hundred years, then to the use and behoof of the said *Benjamin Acton* party hereunto, and of his heirs and assigns for ever. And as to, for and concerning the aforesaid term of two hundred years herein before limited to the said Sir *Jacob Jones* and *Leonard Lunn*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that the same is so limited to them as aforesaid, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after expressed and declared of and concerning the same; that is to say, in case there shall be one or more child or children of the body of the said *Benjamin Acton* party hereunto, on the body of the said *Martha Meres* his intended wife begotten (other than an eldest or only son) then upon trust that they the said Sir *Jacob Jones* and *Leonard Lunn*, their executors, administrators or assigns, shall and do by sale or mortgage of their said term of two hundred years, of and in the said manors, messuages, lands, tenements, hereditaments and premises so to them limited as aforesaid, or of and in a competent part thereof, or by such other ways or means as they or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy such sum and sums of money for the portion and portions of all and

then to the use of the first trustees for a long term of years, *sans waste*, upon trusts after mentioned;

then to the right heirs of the husband.

As to a third parcel,

to the use of the first trustees for a long term, *sans waste*, upon trusts after mentioned;

then to the use of the husband in fee.

The trust of the first term declared;

if there be a son and other child, &c.

by sale or mortgage,

to raise portions in such proportions as in the every deed;

for younger
sons, payable at
twenty-one ;
for daughters at
twenty-one or
marriage ; and
in the mean
time to raise
maintenances
out of the pro-
fits,

in a limited pro-
portion.

Benefit of sur-
vivorship as to
the portions,

with restriction
to limited sums ;

If all the
younger chil-
dren die, &c.
portions to sink,
&c.

every such child or children (not being an eldest or only son as aforesaid) as are herein after mentioned ; that is to say, if but one such child, then the sum of 4000 *l.* of lawful money of *Great Britain*, for the portion of such only child ; and if two such children and no more, then the sum of 3000 *l.* apiece of like money for the portions of such two children ; and if three such children and no more, then the sum of 2000 *l.* apiece of like money, for the portions of such three children ; and if four or more such children, then the sum of 1500 *l.* apiece of like money, for the portions of such four or more children ; the portion or portions of such of them as shall be sons to be paid at their respective ages of twenty-one years, or so soon after as may be ; and the portion or portions of such of them as shall be daughters to be paid at their respective ages of twenty-one years or days of marriage, which shall first happen, or so soon after as may be ; and upon this farther trust, that in the mean time and until the same portions shall become payable as aforesaid, the same trustees shall by and out of the rents, issues and profits of the same manors, messuages, lands, tenements and premisses, raise and levy such yearly sum and sums of money for the maintenance and education of such child or children, as to the same trustees shall seem meet, such yearly maintenance not exceeding the interest of their said respective portions, after the rate of 5 *l.* per cent. per annum, so as no one shall have above 160 *l.* per annum ; and upon this farther trust, that they the said Sir *Jacob Jones* and *Leonard Lunn*, their executors, administrators and assigns shall and do, until some portion shall become payable, permit and suffer such person or persons to whom the next and immediate reversion or remainder of the premisses expectant upon the said term of two hundred years shall for the time being belong or appertain, to receive and take the residue and overplus of the rents and profits of the premisses, over and above so much thereof as shall be from time to time paid for the maintenance and education of such child or children as aforesaid. Provided always, that in case any of the same children shall happen to die before his or her said portion or portions shall become payable as aforesaid, then the portion or portions of such of them so dying shall go and be paid unto and be equally divided amongst the survivors or survivor of them, when the said original portion or portions of such surviving child or children shall become payable as aforesaid : provided nevertheless, that no one of the same children shall have for his or her portion above the sum of 4000 *l.* and that no two of the same children shall have for their portions above the sum of 3000 *l.* apiece ; and that no three of the same children shall have for their portions above the sum of 2000 *l.* apiece ; and that no four or more of the same children shall have for their portions above the sum of 1500 *l.* apiece. Provided always, that in case all the same children shall happen to die before any of their portions shall become payable as aforesaid, then and in such case the said monies so to be raised for their portions as aforesaid shall cease and not be raised.

raised. Provided also, that no such sale or mortgage as aforesaid shall be made of the same manors, messuages, lands, tenements, hereditaments and premises, or of any of them, or of any part thereof, until some one of the portions of the same children shall become payable as aforesaid. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such child or children of the body of the said *Benjamin Acton* on the body of the said *Martha Meres* his intended wife to be begotten (other than an eldest or only son) or there being such child or children, all of them shall happen to die before their or any of their said portions shall become payable by virtue of these presents, or in case the said sum or sums of money before limited and appointed to be raised for the portions of such children as aforesaid, and also such maintenance in the mean time and until the same portions shall become payable as aforesaid, shall be by the said *Sir Jacob Jones* and *Leonard Lunn*, their executors, administrators or assigns, raised and levied by the ways and means in that behalf mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the premises, expectant upon the said term of two hundred years, paid or to the good liking of the said *Sir Jacob Jones* and *Leonard Lunn*, or the survivor of them, or the executors, administrators or assigns of such survivor, secured to be paid according to the purport, true intent and meaning of these presents; then and in every or any of the said cases, and at all times from thenceforth, the said term of two hundred years, of and in the said manors and other the premises so limited for two hundred years as aforesaid, or so much thereof as shall remain unfold and undisposed of as aforesaid, shall cease, determine and be utterly void to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. And as to, for and concerning the aforesaid term of three hundred years herein before limited to the said *George Gell* and *Henry Hill*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them as aforesaid, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after-mentioned, expressed and declared, of and concerning the same; that is to say, in case the said *Benjamin Acton* party hereunto, shall happen to die without issue male of his body on the body of the said *Martha Meres* his intended wife to be begotten, or that the issue male between them begotten shall happen to die without issue male of their bodies coming, and that there be issue one or more daughter or daughters of the body of the said *Benjamin Acton* party hereunto, on the body of the said *Martha Meres* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after, then upon trust that they the said *George Gell* and *Henry Hill*, their executors, administrators or assigns, shall and do by sale or mort-

No sale, &c. until portion payable.

If no younger child, &c.

or the portions, &c. paid,

this term to cease.

The trust of the second term declared;

On failure of issue male of this marriage,

and there be daughters,

by sale, &c.

gage

to raise portions
for daughters,
if any (in what
proportions)

payable at
twenty-one or
marriage;

with benefit of
survivorship.

If all die, por-
tions to sink in
the inheritance.

Maintenances
to be raised out
of the profits.

gage of their said term of three hundred years of and in the said manors, messuages, lands, tenements, and other the premises so to them limited for three hundred years as aforesaid, or of and in a competent part thereof, or by any such other ways or means as they or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy such sum and sums of money, for the portion and portions, and maintenance of all and every such daughter and daughters as are herein after expressed and declared; that is to say, if but one such daughter, then the sum of 6000*l.* for the portion of such only daughter; and if two or more such daughters, then the like sum of 6000*l.* for the portions of such two or more daughters, to be equally divided amongst them, share and share alike; the same portion and portions to be paid unto such daughter and daughters respectively, as and when she or they shall respectively attain their ages of twenty-one years or be married, which shall first happen, or so soon after as may be; so always, that in case any of the said daughters shall happen to die before her or their portion or portions intended them by virtue of these presents shall by force thereof become payable, then such portion or portions of her or them so dying shall go and be paid amongst the survivors and survivor of them, when the original portion or portions of such surviving daughter or daughters shall become payable by virtue of these presents; and so also, that in case all the said daughters shall happen to die before any of their said portions shall become payable by virtue of these presents, then the said sum or sums of money appointed to be raised for their portions as aforesaid, shall not be raised, but shall cease, for the benefit of such person or persons to whom the next and immediate reversion or remainder of the premises expectant upon the said term of three hundred years shall for the time being belong, by virtue of the limitations above-mentioned. And upon this farther trust, that they the said *George Gell* and *Henry Hill*, their executors, administrators and assigns shall and do, by and out of the rents, issues and profits of the said manors, messuages, lands, tenements, hereditaments and premises so to them limited for three hundred years as aforesaid, in the mean time and until the said portion or portions of the said daughter or daughters shall become payable respectively as aforesaid, raise, levy and pay such yearly sum and sums of money for the maintenance and education of such daughter or daughters as to the said *George Gell* and *Henry Hill*, or the survivor of them, or the executors or administrators of such survivor shall seem meet, so as such sum and sums of money to be raised for their maintenance and education as aforesaid do not exceed the interest of their said respective portions, at the rate of 5*l. per cent. per annum*: and upon this further trust, that they the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, shall and do permit and suffer such person or persons, to whom the next and immediate reversion or remainder of the premises expectant upon the said term of three hundred years

years shall for the time being belong by virtue of the limitations aforesaid, until some or one of the same portions shall become payable, to receive and take the residue and overplus of the said rents and profits of the same premises, over and above so much thereof as shall be from time to time paid for the respective maintenances and educations of such daughter and daughters. Provided always, that the said *George Gell* and *Henry Hill*, or the survivors of them, or the executors, administrators or assigns of such survivor, shall not sell or mortgage the said term of three hundred years of and in the said manors, messuages, lands, tenements, hereditaments and premises so limited to them for three hundred years as aforesaid, until some one of the last mentioned portions shall become payable by virtue of these presents. Pro-
 vided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such daughter or daughters of the body of the said *Benjamin Acton* party hereunto, on the body of the said *Martha Meres* his intended wife begotten, at the time of such failure of issue male as aforesaid, or at any time after, or there being such daughter or daughters, all of them shall happen to die before their or any of their said portions shall become payable by virtue of these presents, or in case the said sum and sums of money before limited and appointed to be raised for daughters portions as aforesaid, and also such maintenance in the mean time and until the same portions shall become payable as aforesaid, shall be by the said *George Gell* and *Henry Hill*, their executors, administrators or assigns, raised and levied by the ways and means in that behalf aforesaid, or shall be by such person or persons, as shall for the time being be next in reversion or remainder of the premises expectant upon the said term of three hundred years, paid, or to the good-liking of the said *George Gell* and *Henry Hill*, or the survivor of them, or the executors or administrators of such survivor, secured to be paid according to the purport, true intent and meaning of these presents; or in case all and every the said daughter and daughters shall be preferred in marriage in the life-time of the said *Benjamin Acton* party hereunto, and be advanced with portions in money, or in lands of inheritance equal in value to the portions hereby provided; or in case the said *Benjamin Acton*, party hereunto, shall give or leave them such manors or lands as shall be equal in value to their said portions; then and in such case the said *George Gell* and *Henry Hill*, their executors, administrators or assigns shall, by and out of the said manors, messuages, lands, tenements and premises to them limited for three hundred years as aforesaid, raise and levy so much monies as shall make up the monies or value of the lands, that shall be so advanced, given or left by the said *Benjamin Acton* party hereunto, with or to his said daughters full so much as the portions hereby provided shall amount to; then and in any of the said cases, and at all times from thenceforth, the said terms of three hundred years of and in the said manors and other the premises so limited for

No sale, &c. till portion payable.

If no portion payable,

or if paid,

or if daughters preferred in marriage by the father, by money or lands equal to the portions

(in this last case an equivalent to be raised for him)

then this second term to cease.

Daughters not to be doubly portioned out of these two terms.

A recital that the intended husband is seised in fee of copyhold;

and of another copyhold;

and of another copyhold;

and of another copyhold;

and of another copyhold.

He covenants with the first trustees,

three hundred years as aforesaid, or so much thereof as shall remain unsold and undisposed of as aforesaid, shall cease, determine and be utterly void, to all intents and purposes, any thing herein contained to be contrary thereof in any wise notwithstanding. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that whatever monies shall be raised and paid unto or for such daughter or daughters by virtue of the aforesaid term of two hundred years, shall be accepted and taken as and in part of the monies to be raised for her or them by virtue of the said term of three hundred years, any thing herein contained to the contrary notwithstanding. And whereas the said *Benjamin Acton* party hereunto, is and stands seised to him and his heirs, according to the custom of the manor of *Pendon* in the county of *Rutland*, of and in all those two messuages or tenements called *Rushuts*, with the appurtenances, and of and in all that toft and customary croft called *Smart's Ley*, whereon heretofore stood a messuage called *Tissey*, and of and in all that croft called seven acres, with the appurtenances, &c. All which said copyhold messuages, lands, tenements and premisses, are held of the said manor of *Pendon* by copy of court-roll; and whereas the said *Benjamin Acton* party hereunto, is and stands seised to him and his heirs, according to the custom of the manor of *Vennerton* in the said county of *Rutland*, of and in all that one tenement, and certain lands and meadows to the same belonging, all which said last mentioned copyhold lands, tenements and premisses are held of the said manor of *Vennerton* by copy of court-roll; and whereas the said *Benjamin Acton* party hereunto, is and stands seised to him and his heirs, according to the custom of the manor of *Warnton* in the said county of *Rutland*, of and in one cottage, one acre of land more or less to the same belonging, called *Yexley*, which said last mentioned cottage and acre of land are held of the said manor of *Warnton* by copy of court-roll; and whereas the said *Benjamin Acton* party hereunto, is and stands seised to him and his heirs, according to the custom of the manor of *Ambden* in the said county of *Rutland*, of and in all that messuage or tenement and eighteen acres of land with the appurtenances called *Brunns*, held of the same manor by copy of court-roll; and whereas the said *Benjamin Acton* party hereunto, is and stands seised to him and his heirs, according to the custom of the manor of *Casham* in the county of *Lincoln*, of and in all those two pieces of land, parcel of a tenement called *Deards*, which said last mentioned lands, tenements and premisses are held of the said manor of *Casham* by copy of court-roll: now this indenture farther witnesseth, that in consideration of the said intended marriage, and for other the considerations afore-mentioned, he the said *Benjamin Acton* party hereunto, doth hereby for himself, his heirs, executors and administrators covenant, promise, grant and agree, to and with the said *George Gell* and *Henry Hill*, their heirs, executors and administrators, that he the said *Benjamin Acton* party hereunto, shall and

and will forthwith, as soon as conveniently may be after the solemnization of the said intended marriage, surrender, or cause to be surrendered into the hands of the respective lords of the aforesaid manors, according to the custom of the same manors, all and every the aforesaid customary or copyhold messuages, lands, tenements and hereditaments, with their and every of their appurtenances; and also shall and will surrender, or cause to be surrendered, all other the copyhold or customary messuages, lands, tenements and hereditaments of him the said *Benjamin Acton* party hereunto, held of the aforesaid manors or any of them, or of any other manor or manors in the said counties of *Rutland* and *Lincoln*, or either of them, to the use of the said *Benjamin Acton* party hereunto, and the said *Martha Meres* his intended wife, for and during the term of their natural lives, and the life of the longer liver of them, as an increase of her jointure; and from and after their decease, and the decease of the survivor of them, then to the use of the first son of the body of the said *Benjamin Acton* party hereunto on the body of the said *Martha Meres* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use of the second, third, fourth, fifth, and of all and every other the son and sons of the body of the said *Benjamin Acton* party hereunto on the body of the said *Martha Meres* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body issuing to be always preferred, and to take before the younger of such son and sons and the heirs male of his and their bodies issuing; and for default of such issue, then to the use of the said *Benjamin Acton* party hereunto, and of his heirs and assigns for ever; and also shall and will, at his own costs and charges, cause and procure admittances to be made thereto accordingly. And whereas the right reverend father in God *Edward* lord bishop of *Lincoln*, by his indenture of lease bearing date the seventeenth day of *February* which was in the year of our Lord 1712, and made or mentioned to be made between the said lord bishop of *Lincoln* of the one part, and the said *Benjamin Acton* party hereunto of the other part, did for the considerations therein mentioned demise, grant and to farm let unto the said *Benjamin Acton* party hereunto, the parsonage of *Pendon* in the said county of *Rutland*, and all manner of tithes, rights, profits, commodities and emoluments to the same belonging or appertaining, and all those grounds called *Ersfeld*, lying and being within the lordship of *Pendon* in the said county of *Rutland*; and also all that the site of the manor of *Pendon* in the said county of *Rutland*, and all the houses, edifices, lands, tenements, meadows, feedings, pastures, hedges, hayes, ponds, waters and ditches with the appurtenances, situate,

after the marriage to surrender them

to the use of the husband and wife, and the survivor for life, as an increase of her jointure; remainder to the use of the first and other sons of the marriage successively in tail male;

remainder to the use of the husband in fee, and to procure admittances.

A bishop's lease of a parsonage, tithes, lands, &c. recited, which belongs to the husband.

Precedents in Conveyancing

He and his mother and sisters assign to the first trustees;

Habendum

upon trust for the husband till marriage;

lying and being in *Pendon* aforesaid, thentofore demised, used occupied and enjoyed, by, for or under the yearly rent of 18 *l.* (except as therein is excepted); to hold unto the said *Benjamin Acton* party hereunto, his executors, administrators and assigns, from the making of the same indenture unto the end and term of twenty-one years, at and under the yearly rent of 18 *l.* 5 *s.* 9 *d.* payable as therein is mentioned, as in and by the said recited indenture of lease, relation being thereunto had, it doth and may appear: now this indenture farther witnesseth, that in consideration of the said intended marriage, and for other the considerations afore-mentioned, and also in consideration of the sum of 10 *s.* of lawful money of *Great Britain*, to the said *Benjamin Acton* party hereunto, *Anna Acton*, *David Acton*, *Esther Acton* and *Frances Acton*, in hand paid by the said *George Gell* and *Henry Hill*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable causes and considerations them thereunto moving, they the said *Benjamin Acton* party hereunto, *Anna Acton*, *David Acton*, *Esther Acton* and *Frances Acton* have, and each of them hath bargained, sold, assigned and set over, and by these presents do, and each of them doth bargain, sell, assign and set over unto the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, all the said parsonage, scite, messuages, houses, lands, tenements, tithes, hereditaments and premisses, with their and every of their appurtenances, in and by the said recited indenture of lease demised or leased, or mentioned or intended to be demised or leased as aforesaid, and the reversion and reversions, remainder and remainders, rents, issues and profits of the said parsonage, scite, messuages, houses, lands, tenements and premisses last mentioned, and every of them, and every part and parcel thereof, and all the estate, right, title, interest, term of years yet to come and unexpired, property, claim and demand whatsoever both in law and equity of them the said *Benjamin Acton* party hereunto, *Anna Acton*, *David Acton*, *Esther Acton* and *Frances Acton*, and of every of them, of, in, to or out of the said parsonage, scite, messuages, houses, lands, tenements, tithes, hereditaments and premisses last mentioned, or any of them or any part thereof; to have and to hold the said parsonage, scite, messuages, lands, tenements, tithes, hereditaments and premisses last mentioned, unto the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, from thenceforth for and during all the rest and residue yet to come and unexpired of the said term of twenty-one years (subject to the rents and covenants in the said recited indenture of lease reserved and contained) upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same; that is to say, in trust for the said *Benjamin Acton* party hereunto and his assigns, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then in trust that they the

the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, shall and do permit and suffer the said *Benjamin Aiton* party hereunto, for so many years of the said term of twenty-one years as he shall live, to receive and take the rents and profits thereof, and of every part thereof, to and for his own use and benefit; and from and after his decease, then shall and do permit and suffer the said *Martha* his intended wife, during so many years of the said term of twenty-one years as she shall live, to receive and take the rents and profits thereof, and of every part thereof, to and for her own use and benefit, as and by way of increase and augmentation of her jointure; and from and after the several deceases of the said *Benjamin Aiton* and *Martha* his intended wife, then shall and do permit and suffer the first son of the body of the said *Benjamin Aiton* on the body of the said *Martha* his intended wife to be begotten, and his assigns, during the then residue of the said term of twenty-one years, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit, subject nevertheless to the proviso next herein after-mentioned; that is to say, provided always, that in case such first son shall happen to die unmarried before he attain his age of twenty-one years, then upon trust that they the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, shall and do permit and suffer the second son of the body of the said *Benjamin Aiton* on the body of the said *Martha* his intended wife to be begotten, and his assigns, during the then residue of the said term of twenty-one years, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit, subject nevertheless to the proviso next herein after mentioned; that is to say, provided always, that in case such second son shall happen to die unmarried before he attain his age of twenty-one years, then upon trust that they the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, shall and do permit and suffer the third, fourth, fifth, sixth, seventh, and all and every other the son and sons of the body of the said *Benjamin Aiton* on the body of the said *Martha* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and the several and respective assigns of such son and sons, during the then residue of the said term of twenty-one years, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own respective use and benefit; the elder of such sons and his assigns always to be preferred and to take before the younger of such sons and his assigns, subject always nevertheless to the proviso next herein after mentioned; that is to say, provided always, that in case such third, fourth, fifth, sixth, seventh, or any other the son and sons of the body of the said *Benjamin Aiton* on the body of the said *Martha* his intended wife to be begotten shall happen to die unmarried before he attain his age of twenty-one years, then upon trust that they the said

then to permit him to take the profits during life;

then to permit the wife, &c.

by way of increase of jointure;

then to permit their sons successively (at twenty-one) to take the profits.

If no son attains twenty-one or marriage, then to the executors, &c. of the husband.

New leases to be taken to be subject to the like trusts.

The husband covenants, during his life, to procure new leases,

and to bear charge of renewals.

The wife covenants with the trustees to procure renewals, if the marriage takes effect, and she survives her husband;

George Gell and *Henry Hill*, their executors, administrators and assigns, shall and do from time to time, during the then residue of the said term of twenty-one years, permit and suffer the next of the said sons in age to every such son so dying unmarried, and under the age of twenty-one years, and the assigns of every such next son, to receive and take the rents and profits thereof, and of every part thereof, to and for the use and benefit of such next son and his assigns, so always that this last proviso shall not extend or be construed to extend to prevent in taking any the elder of the said sons who shall live to attain his age of twenty-one years or be married; and in case there shall be no such son or sons, or being such, no one of them shall live to attain his age of twenty-one years or be married, then upon trust that they the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, shall and do permit and suffer the executors, administrators and assigns of the said *Benjamin Aston* party hereunto, during all the then residue of the said term of twenty-one years, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit. And it is hereby declared and agreed by and between all the said parties to these presents, that all new leases, which shall hereafter be taken of the said last mentioned premises or any part thereof, shall from time to time remain, continue, and be subject and liable to the like trusts as are herein before declared, of and concerning the said term and estate therein hereby or mentioned to be hereby assigned. And the said *Benjamin Aston* party hereunto doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, that in case the said marriage shall take effect, he the said *Benjamin Aston*, his heirs, executors or administrators shall and will, at his and their own proper costs and charges, from time to time during his natural life, cause and procure new leases to be made of the said last mentioned premises, upon the trusts aforesaid, in such manner and at such times as the lease of the said last mentioned premises has been of late years usually renewed, so as that at the time of his death there shall not be above three years elapsed of the lease then in being; and shall and will from time to time bear and pay all fines and other incident charges, of and for such renewals. And the said *Martha Meres* doth hereby for herself, her heirs, executors and administrators, covenant and agree, to and with the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, that in case the said marriage shall take effect, and the said *Martha Meres* shall survive and over-live the said *Benjamin Aston* party hereunto, then and in such case she the said *Martha Meres* shall and will, at her own proper costs and charges, from time to time during her natural life, cause and procure new leases to be made of the said last mentioned premises, upon the trusts aforesaid, in like manner as the said *Benjamin Aston* party hereunto is by virtue of his

covenant

covenant in that behalf afore-mentioned obliged to do, so as that at the time of her death there shall not be above three years elapsed of the lease then in being; and shall and will from time to time bear and pay all fines and other incident charges for such renewals. And whereas the said *Benjamin Acton* deceased did in and by his said last will and testament (among other things therein mentioned) give, will and appoint to his son *George Acton* one annuity or yearly sum of 100*l.* of lawful money of *Great Britain*, for and during his natural life, to be paid him at the feasts of *St. Michael* the archangel, and the annunciation of the blessed *Virgin Mary*, by even and equal portions; the first payment thereof to begin and be made at such of the said feasts as should next happen after his decease; and did thereby also give and bequeath unto the said son *George* the sum of 50*l.* to be paid him immediately after his decease, for and towards his maintenance, till some part of his said annuity should become payable; and did farther give and bequeath unto his said son *George* the sum of 500*l.* of like money, to be paid him when he should attain the age of twenty-one years, and to cease if he should die before that age; which said annuity, sums of money and legacy so given to the said *George Acton* as afore said, were by the said will charged and chargeable upon all and every the said freehold and leasehold manors, messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby granted, released and assigned as afore said, among others; and whereas the said *George Acton* is yet a minor under the age of twenty-one years; and whereas the said manors, messuages, lands, tenements, hereditaments and premises, as well freehold as leasehold, in the said counties of *Rutland* and *Lincoln*, or either of them, are by agreement of all the said parties to these presents to be indemnified and defended from and against the said annuity, sums of money and legacies so given to the said *George Acton* as afore said, by and with the said messuages, lands, tenements and hereditaments in the said counties of *Northampton* and *Leicester*: Now therefore to the end and purpose afore said, it is hereby farther declared and agreed by and between all the said parties to these presents, that the said term of four hundred years of and in the said messuages, lands, tenements and hereditaments in the said counties of *Northampton* and *Leicester*, or either of them, herein before limited to the said *George Gell* and *Henry Hill*, their executors, administrators and assigns as afore said, was and is so limited to them, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared of and concerning the same; (that is to say) upon trust that they the said *George Gell* and *Henry Hill*, their executors, administrators and assigns, shall and do, by and with the rents and profits of the said messuages, lands, tenements and premises in the said counties of *Northampton* and *Leicester*, or by sale or mortgage of the said term of four hundred years therein or in a competent part thereof

and to pay fines,
and all charges.
Recital of an
annuity and
money given by
the will of the
husband's father
to a younger
son,

which are
charged upon
the premises;

and that the
son is a minor,

and that the
premises are
now agreed to
be indemnified,

Declaration of the trust of the third term above raised to indemnify the settled premises against the annuity, &c. to the younger son,

and (subject thereto) to attend the inheritance.

And if the husband discharge the annuity, &c. the term to cease.

Agreement, that the parties respectively in possession may make leases.

raise and levy such sum and sums of money as shall be sufficient from time to time to pay, satisfy and discharge the said annuity, sums of money and legacies so given and bequeathed to the said *George Aston* as aforesaid, and shall and do pay, apply and dispose of the same accordingly, pursuant to the purport, true intent and meaning of the said recited will; and thereof and therefrom, and of and from all loss, costs, charges, damages and expences, for or by reason of the same or any of them, shall and do thereby defend, save harmless and keep indemnified the said manors, messuages, lands, tenements and premises in the said counties of *Rutland* and *Lincoln*, and all and every person and persons claiming or to claim any estate or interest therein, by virtue of the uses, trusts, and limitations thereof afore-mentioned; and subject to the aforesaid trusts, in trust for the said *Benjamin Aston* party hereunto, his heirs and assigns, and to attend the reversion and inheritance of the said premises in the said counties of *Northampton* and *Leicester*. Provided always nevertheless, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case the said *Benjamin Aston* party hereunto, his heirs, executors, administrators or assigns, shall and do from time to time pay, satisfy and discharge the said annuity, sums of money and legacies so given and bequeathed to the said *George Aston* as aforesaid, as the same shall from time to time grow due and payable, according to the purport, true intent and meaning of the said recited will, and thereof and therefrom shall and do at all times hereafter save, defend, keep harmless and indemnified the said manors, messuages, lands, tenements, hereditaments and premises in the said counties of *Rutland* and *Lincoln*, and the several persons claiming or to claim any estate or interest therein, by virtue of the limitations aforesaid; then and in such case it shall and may be lawful to and for the said *Benjamin Aston* party hereunto, his heirs and assigns, in the mean time to receive and take the rents and profits of the said messuages, lands, tenements and hereditaments in the said several counties of *Northampton* and *Leicester*; and then also and in such case, from and after such payment and indemnification aforesaid, the said term of four hundred years therein shall cease, determine, and be utterly void, any thing herein contained to the contrary thereof in any wise notwithstanding. And it is hereby farther declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Anna Aston*, *Benjamin Aston* party hereunto, and *Martha* his intended wife, as and when they shall respectively come into and be in possession of the said manors, messuages, lands, tenements, hereditaments and premises in the said counties of *Rutland* and *Lincoln*, or either of them, or any part or parcel thereof, by virtue of the limitations aforementioned, at any time or times hereafter during their respective lives, by indenture under their respective hands and seals, to demise or lease the same or any part thereof to any person or persons, for any term or number of years not exceeding

ceeding twenty-one years in possession, and not in reversion, remainder or expectancy; so as upon every such lease there be reserved and made payable, during the continuance thereof, the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other things by way of fine for or in respect of such lease or leases, and so as none of the said leases be made dispunishable of waste by any express words to be contained therein; and so as in every such lease there be contained a clause of re-entry for non-payment of the rent or rents to be thereby reserved; and so as the lessee and lessees to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases, any thing in these presents contained to the contrary thereof in any wise notwithstanding. Provided always, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case the said *Benjamin Acton* party hereunto shall at any time or times hereafter during his life, be minded to sell or dispose of all and every the said freehold, copyhold and leasehold manors, parsonage, tithes, messuages, lands, tenements, hereditaments and premises, situate, lying or being, coming, growing, arising, happening or accruing within the towns, parish, fields, precincts or territories of *Pendon* aforesaid in the said county of *Rutland*, or any of them, or any part or parcel thereof; and shall actually sell or dispose of the same, or any of them, or any part or parcel thereof, for the most monies and best price that can be reasonably had or obtained, and with the privacy and consent of the said *Michael Meres*, *George Gell* and *Henry Hill*, or the survivors or survivor of them, or their respective executors or administrators, testified under their respective hands and seals; then and at all times from thenceforth all and every the use and uses, trust and trusts, estate and estates herein before limited of or concerning the said last mentioned manors, parsonages, tithes, messuages, lands, tenements, hereditaments and premises, or such of them as shall be sold or disposed of as aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof notwithstanding. Provided nevertheless, and it is hereby farther declared and agreed by and between all the said parties to these presents, that all monies arising by such sale of the said last mentioned messuages, lands, tenements, hereditaments and premises, or any part thereof, shall be forthwith or so soon as conveniently may be, laid out and disposed of in the purchase of other freehold lands and tenements of an estate of inheritance in fee-simple in possession, in some convenient place or places within the said county of *Rutland*, with the good-liking and approbation of the said *George Gell* and *Henry Hill*, or the survivor of them, or the executors or administrators of such survivor, to be settled, conveyed and assured unto such uses, upon such trusts, and to and for such intents and purposes, as the rest of the freehold manors, messuages, lands, tenements, hereditaments

for a certain term in possession,

at improved rents, without fine, not *sans waste*;

with clause of re-entry.

Lessees to execute counterparts.

A power reserved to the husband to sell part of the settled premises,

by consent of the wife and the first trustees.

The uses, &c. then to cease.

Provide, that the money arising by such sale be invested in a purchase in the same county, with the approbation of the same trustees, to be settled to the same uses, &c.

taments

and the interest
to go as the rents
would.

A power of elec-
tion given to the
wife, of other
lands in lieu of
her jointure.

The election to
be made within
a certain time
after a contin-
gency happens,
in a certain
manner.

In such case she
to be seised,
with like power,
uses, &c.

taments and premisses in the said counties of *Rutland* and *Lincoln*, limited to the said *Martha Meres* for her life as aforesaid, are herein before limited; and that all the interest and proceed of the monies arising by such sale, in the mean time and until the same shall be laid out in a purchase as aforesaid, shall be from time to time paid to and received by such person or persons, as and to whom the rents and profits of the lands or tenements so to be purchased as aforesaid (if purchased) would for the time being belong by virtue of the said last mentioned limitations. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case the said intended marriage shall take effect, and the said *Martha Meres* shall survive and over-live the said *Anna Aclon* and *Benjamin Aclon* party hereunto, and shall within the space of six calendar months next after the decease of the survivor of them elect and choose for her jointure (in lieu and recompence of the jointure and increase of jointure herein before provided for her as aforesaid) the said several manors, messuages, woods, lands, tenements and hereditaments herein before limited to the use of the said *Anna Aclon* for her life for her jointure as aforesaid, together with the said moiety of the said manor of *Ingleford*, with its rights, members and appurtenances, and the messuage, tenement and farm called *Hayton*, and the capital messuage or tenement called *Ingfield*, with the lands, tenements, meadows, pastures and hereditaments to the said several last mentioned messuages or tenements belonging, or therewith or with either of them used or enjoyed as aforesaid, and shall within the said space of six months declare and express such her choice and election by writing under her hand, to be left with or for the said *George Gell* and *Henry Hill*, or the survivor of them, or the executors or administrators of such survivor, at his and their then usual dwelling or place of abode; then and in such case, and at all times from thenceforth, these presents and the assurance hereby made, as to, for and concerning the said last mentioned manors, messuages, woods, lands, tenements and hereditaments (so to be elected by the said *Martha Meres* for her jointure as aforesaid) shall be and enure, and the said *George Gell* and *Henry Hill* and their heirs shall stand and be seised thereof, unto and for the use and behoof of the said *Martha Meres* for and during the term of her natural life for her jointure, and in lieu, bar, recompence and satisfaction of her dower, together with the like power for the said *Martha Meres* to make leases thereof, or of any part thereof, as is herein before reserved or given to her of or concerning the premisses intended for her present jointure; and from and after her decease, to and for such other uses, intents and purposes, upon such trusts, and under such provisos and agreements, and in such order and manner as are herein before mentioned, expressed and declared, of and concerning the same; and then also and in such case, and at all times from and after such election and notice as afore-

said,

said, the uses, trusts, estates and powers herein before limited to or for the benefit of the said *Martha Meres*, of and in all and every the said freehold, copyhold and leasehold premises, messuages, lands, tenements and hereditaments, designed or intended for her present jointure, or increase or augmentation of her present jointure as aforesaid (except the said moiety of the said manor of *Ingleford*, and the said messuage, tenement and farm called *Hayton*, and the said capital messuage or tenement called *Ingfield*, and the lands, tenements and hereditaments to the same or either of them belonging, or therewith or with either of them used or enjoyed as aforesaid) shall cease, determine, and be utterly void to all intents and purposes, as if the said *Martha Meres* was then actually dead, and the same premises (except before excepted) shall from thenceforth remain, continue and be to and for such other uses, intents and purposes, and in such order and manner as are herein before mentioned, expressed and declared of and concerning the same; and then also and in such case the said covenant and agreement on the part and behalf of the said *Martha Meres*, for renewing the said leasehold premises held of the said bishop of *Lincoln* shall cease and be void, any thing in these presents contained to the contrary notwithstanding. And the said *Benjamin Acton* party hereunto doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said *George Gell* and *Henry Hill*, their heirs, executors and administrators, in manner following; that is to say, that all and every the aforesaid freehold, copyhold and leasehold manors, messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby granted, released, assigned, and covenanted to be surrendered respectively as aforesaid, shall or lawfully may from time to time, and at all times hereafter, remain, continue and be to and for the several uses, intents and purposes, upon the trusts, and under and subject to the provisos and agreements in and by these presents expressed and declared of and concerning the same respectively as aforesaid; and shall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Benjamin Acton* party hereunto, *Anna Acton*, *David Acton*, *Esther Acton* and *Frances Acton*, or any of them, their or any of their heirs, executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest, of, in, to or out of the premises, or any of them, or any part thereof, from, by or under, or in trust for them or any of them, or from, by or under the said *Benjamin Acton* deceased and *Leonora* his first wife, or either of them, or from, by or under *Owen Orton* esq; deceased, father of the said *Leonora*, and *Mark Orton* and *Olivia* his wife, father and mother of the said *Owen*, and *Peter Pardy* father of the said *Olivia*, or any of them, and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise

and the former uses of the former settled premises to determine,

(with exception as to part)

and likewise her covenant to renew the bishop's lease,

The husband covenants with the trustees for quiet enjoyment.

wife

wife by the said *Benjamin Acton* party hereunto, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, titles of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, rents, arrears of rent, forfeitures, re-entries, cause and causes of forfeiture and re-entry, annuities, legacies and sums of money, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said *Benjamin Acton* party hereunto, *Benjamin Acton* deceased, *Owen Orton*, *Mark Orton* and *Peter Pardy*, or any of them, their or any of their heirs or assigns, or by any other person or persons lawfully claiming or to claim, from, by or under them or any of them, or from, by or under their or any of their act, means, assent, consent or procurement (other than and except the rents and services from henceforth to grow due to the chief lord or lords of the fee or fees of the premises, for or in respect of his or their seigniori or seigniories; and except the rents and covenants in the said recited indenture of lease from the said *Edward* lord bishop of *Lincoln* reserved and contained; and also except such leases of the premises, or any part thereof, whereupon the improved yearly rent is reserved and made payable. And the said *Benjamin Acton* party hereunto, *Anna Acton*, *David Acton*, *Esther Acton* and *Frances Acton*, do for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not the one of them for the other of them, or for the acts, deeds, heirs, executors or administrators the one of the other, covenant, promise and grant, to and with the said *George Gell* and *Henry Hill*, their heirs, executors and administrators, that they the said *Benjamin Acton* party hereunto, *Anna Acton*, *David Acton*, *Esther Acton* and *Frances Acton*, and every of them, their and every of their heirs, executors and administrators, and all and every other person and persons having or lawfully claiming, or which shall and may have or lawfully claim any estate, right, title, trust or interest, either in law or equity, of, in, to or out of the aforesaid manors, messuages, lands, tenements, hereditaments and premises, or any of them, or any part thereof, from, by or under, or in trust for them or any of them, shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *George Gell* and *Henry Hill*, or the survivor of them, or the executors or administrators of such survivor, but at the proper costs and charges in the law of the said *Benjamin Acton* party hereunto, his heirs, executors or administrators, make, do and execute, or cause and procure to be made, done and executed, all and every such farther and other lawful and reasonable act and acts, thing and things, device and devices, conveyances and assurances in the law whatsoever,

be

Except the
rents, &c. re-
served.

The husband
mother and sis-
ters covenant
(with the first
trustees) that
they will make
farther assu-
rances.

be it by fine, feoffment, common recovery, or otherwise howsoever, for the better and more perfect and absolute granting and conveying of the said manors, messuages, lands, tenements, hereditaments and premisses herein before mentioned to be hereby granted, released, assigned, and covenanted to be surrendered respectively as aforesaid, with their and every of their appurtenances, unto and for such uses, intents and purposes, upon such trusts, and under and subject to such provisos and agreements as are herein before mentioned, expressed and declared of and concerning the same respectively as aforesaid, as by the said *George Gell* and *Henry Hill*, or the survivor of them, or the executors or administrators of such survivor, or their or any of their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable, for making or doing thereof, to go or travel above five miles from their then respective dwellings or places of abode. And the said *Michael Meres*, in consideration of the premisses, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Benjamin Aclon* party hereunto, his executors and administrators, that he the said *Michael Meres*, his heirs, executors or administrators, shall and will at the end of one year, to be accounted from the solemnization of the said intended marriage, if the said *Martha Meres* or any issue male of her body by the said *Benjamin Aclon* party hereunto to be begotten shall be then living, and not otherwise, well and truly pay, or cause to be paid unto the said *Benjamin Aclon* party hereunto, his executors or administrators, the further sum of 1200*l.* of lawful money of *Great Britain*, at or in the common dining-hall of *Lincoln's Inn* in the said county of *Middlesex*, over and above the aforesaid sum of 5000*l.* herein before mentioned to be paid to the said *Benjamin Aclon* by the said *Michael Meres* as aforesaid. In witness, &c.

The lady's farther covenants to pay an additional portion upon either of two contingencies happening in a certain time.

No. 2.

A settlement before marriage by the father, mother and son (the intended husband) of freehold, copyhold, corporation leases, church leases, and other leasehold interests; some for lives, some for years, with variety of limitations, &c. for the benefit of the father, mother, husband, wife, issue of that or any other marriage, and remainder to the husband's brother, &c.

THIS indenture quadrupartite, made the twenty-sixth day of September anno Domini 1713, and in the thirteenth year of the reign, &c. between Aaron Ashton of, &c. esq; and Bethia his wife, Charles Ashton, esq; son and heir apparent of the said Aaron Ashton, Dudley Dickins of, &c. gent. and Edward Emms of, &c. yeoman, of the first part, Francis Ford of, &c. esq; and George Gee citizen and draper of London, of the second part, Henry Hart of, esq; &c. and James Jenks of, &c. brewer, of the third part, and John Kent of, &c. merchant, and Luna Kent spinster, one of the daughters of the said John Kent, of the fourth part. Whereas a marriage is intended, by the permission of God, to be shortly had and solemnized between the said Charles Ashton and Luna Kent: now this indenture witnesseth, that in consideration of the said intended marriage, and of the sum of 5000 l. of lawful money of Great Britain, to the said Aaron Ashton, by and with the consent and agreement of the said Charles Ashton, testified by his being a party to, and his sealing and delivery of these presents, paid by the said John Kent at or before the en-sealing and delivery hereof, and of the farther sum of 1000 l. of like money, secured to be paid to the said Aaron Ashton by the said John Kent within the space of three calendar months next after the decease of the said John Kent, being together in full for the marriage-portion of the said Luna Kent, and of all portion and portions, and other provision whatsoever, either in lands and tenements, or monies, which at any time or times heretofore have or hath been provided or agreed to be raised or settled for or for the benefit of the said Luna Kent by the said John Kent by any deed or settlement whatsoever, and also in full of all such part, share and interest, as she can or may have or claim, of, in, to or out of the estate of the said John Kent, by virtue of the custom of the city of London whereof he is a freeman, the receipt and payment of which said sum of 5000 l. he the said Aaron Ashton doth hereby acknowledge, and thereof and of every part thereof they the said Aaron Ashton and Charles Ashton do, and each of them doth acquit, release and discharge the said John Kent, his executors and administrators for ever by these presents, and for providing a competent jointure and provision of maintenance for

The intended marriage recited.

The consideration,

the marriage portion paid to the father of the intended husband by the wife's father,

in full of all their claim upon her father's estate,

and for providing her a jointure,

for the said *Luna Kent*, in case she shall, after the said intended marriage had, survive and over-live the said *Charles Ashton* her intended husband, and for settling and assuring the manors, messuages, lands, tenements and hereditaments herein after mentioned to be hereby granted and released, assigned and covenanted to be surrendered, unto such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same respectively; and for and in consideration of the sum of 10 s. of lawful money of Great Britain, to the said *Aaron Ashton*, *Bethia* his wife, *Charles Ashton*, *Dudley Dickins* and *Edward Emms*, in hand paid by the said *Francis Ford* and *George Gee*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *Dudley Dickins* and *Edward Emms*, by the direction and appointment of the said *Aaron Ashton* and *Charles Ashton*, testified by their being parties to, and their sealing and delivery of these presents, and also the said *Aaron Ashton* and *Bethia* his wife, and *Charles Ashton*, have, and each and every of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each and every of them doth grant, bargain, sell, release and confirm unto the said *Francis Ford* and *George Gee*, their heirs and assigns, all that the manor of *Munden*, with the rights, members and appurtenances thereof, in the county of *Nottingham*, and all that the capital messuage or scite of the manor of *Munden* in the said county of *Nottingham*, wherein *Sir Nathaniel Orton* deceased sometime heretofore inhabited, with the appurtenances; and all that park or parcel of ground late inclosed with pale, and now or late used for a park, containing by estimation eighty acres, be the same more or less; and all that, &c. and all other the freehold messuages or tenements of them the said *Aaron Ashton* and *Charles Ashton*, or either of them, or whereof or wherein they or either of them, or any other person or persons in trust for them or either of them, is or are seised, of any estate of freehold or inheritance in the city of *London*; and also all and singular messuages, houses, cottages, edifices, buildings, mills, tofts, crofts, curtilages, dove-houses, orchards, gardens, lands, tenements, meadows, leasows, pastures, closes, feedings, commons, common of pasture and turbary, heaths, moors, marshes, wastes, waste-grounds, ways, waters, ponds, pools, rivers, fishings, woods, underwoods, trees, coppices, and the soil and ground of the same, courts baron, courts leet, views of frankpledge, three weeks courts, perquisites and profits of courts and leets, escheats, heriots, fines, amerciaments, forfeitures, waifs, estrays, goods of felons, outlaws and fugitives, goods of felons attaind and convict, goods of *felons de se*, parks, chases, warrants, tithes, advowsons, free chapels, and all other royalties, liberties, franchises, casualties, privileges, rights, free customs, preeminences, jurisdictions, profits, commodities, advantages, emoluments, hereditaments

and for settling the manors, &c.

The father and son (with their trustees) grant and release to trustees in fee.

The parcels.

General words.

Habendum

upon trust,

to the use of the
grantors till the
marriage;

then as to part,
to other trustees
for a term,

reditaments and appurtenances, whatsoever they be, to the said manors, lordships, messuages, lands, tenements, hereditaments and premises herein before mentioned or intended to be hereby granted and released, or any of them belonging or in any wise appertaining, or accepted, reputed, taken, known, used, occupied or enjoyed with the same, or any of them, or any part thereof; all which said manors, messuages, lands, tenements, hereditaments and premises are now in the actual possession of the said *Francis Ford* and *George Gee*, by virtue of a bargain and sale to them thereof made by the said *Aaron Ashton*, *Bethia* his wife, *Charles Ashton*, *Dudley Dickins* and *Edward Emms*, for the term of one whole year, commencing from the feast of St. *Michael* the archangel last past before the date of these presents, in consideration of 5 s. to them paid by the said *Francis Ford* and *George Gee*, in and by one indenture bearing date the day next before the day of the date of these presents, and made or mentioned to be made between the said *Aaron Ashton* and *Bethia* his wife, *Charles Ashton*, *Dudley Dickins* and *Edward Emms*, of the one part, and *Francis Ford* and *George Gee*, of the other part, and by force of the statute for transferring uses into possession made and provided; and the reversion and reversions, remainder and remainders, rents, issues and profits of the said manors, messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby granted and released, and of every of them, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, possibility, claim and demand whatsoever, either in law or equity, of them the said *Aaron Ashton*, *Bethia* his wife, *Charles Ashton*, *Dudley Dickins* and *Edward Emms*, and of every or any of them, of, in, to or out of the said manors, messuages, lands, tenements, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said manors, messuages, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned to be hereby granted and released, with their and every of their appurtenances, unto the said *Francis Ford* and *George Gee*, their heirs and assigns, to such uses, upon such trusts, and to and for such intents and purposes, and with and under such provisos, limitations and agreements as are herein after mentioned, expressed and declared, of and concerning the same; that is to say, to the use and behoof of the said *Aaron Ashton*, *Bethia* his wife, and *Charles Ashton*, according to their several and respective estates and interests therein at the time of or immediately before the execution of these presents, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then as to, for and concerning the said two messuages, &c. to the use and behoof of *Henry Hart* and *James Jenks*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of ninety-nine years, from thence next ensuing, and fully to be compleat and ended, if they the said

Charles

Charles Ashton and *Luna Kent* his intended wife shall both of them so long jointly live, upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared, of and concerning the same; and from and after the end, expiration, or other sooner determination of the same term, then as to, for and concerning the said two messuages, &c. and also as to, for and concerning the said manor of *Munden*, with the rights, members and appurtenances thereof, in the said county of *Nottingham*, and the said capital messuage or scite of the said manor of *Munden* in the said county of *Nottingham*, and all and singular other the aforesaid messuages, farms, lands, tenements, hereditaments and premises in the said county of *Nottingham*, and the said manor or reputed manor, capital messuage or farm called *Penns*, and all and singular other the aforesaid messuages, farms, lands, tenements, hereditaments and premises in the said several counties of *Rutland* and *Salop*, or either of them, from and immediately after the solemnization of the said intended marriage, to the use and behoof of the said *Charles Ashton* for and during the term of his natural life, without impeachment of or for any manner of waste (except voluntary waste in houses and buildings); and from and after the determination of that estate, then to the use of the said *Francis Ford* and *George Gee*, and their heirs, during the life of the said *Charles Ashton*, upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require, but nevertheless to permit and suffer the said *Charles Ashton* and his assigns during his life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then to the use and behoof of the said *Luna Kent* his intended wife, for and during the term of her natural life for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law, which she can or may have or claim, of, in, to or out of all and every or any the manors, messuages, lands, tenements and hereditaments whereof or wherein the said *Charles Ashton* now is, or at any time or times hereafter during the coverture between them shall be seised, of any estate of freehold or inheritance. And as to, for and concerning all and every other the manors, messuages, lands, tenements, hereditaments and premises herein before mentioned or intended to be hereby granted and released, whereof no use is herein before limited to the said *Charles Ashton* for his life as aforesaid, to the use and behoof of the said *Aaron Ashton*, for and during the term of his natural life, without impeachment of or for any manner of waste (except voluntary waste in houses and buildings); and from and after the determination of that estate, then to the use of the said *Francis Ford* and *George Gee* and their heirs, during the life of the said *Aaron Ashton*, upon trust to support and preserve the contingent uses and estates herein after limited

if the intended husband and wife so long live, upon trusts after declared; then as to this and another part, upon the marriage,

to the husband for life, *sans waste* (except voluntary waste, &c.) Then to the use of the trustees, to preserve contingent uses;

then to the use of the wife for life for her jointure, in bar of dower.

And as to the residue of the premises,

to the use of the husband's father for life, *sans waste*, ut *supra*;

then to the use of the trustees, to preserve contingent uses.

Then, as to part, to the use of the father's wife for life for her jointure, in bar of dower;

then as to all the premises (before limited to the father or mother for life) to the use of the intended husband for life, *sans waste ut supra*;

then to the use of the trustees, to preserve contingent uses.

Then as to all the premises,

to the use of the second trustees for a long term, *sans waste*;

upon trusts, &c. after declared;

remainder to the use of the first and other sons of the marriage successively and respectively in tail male;

from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require, but nevertheless to permit and suffer the said *Aaron Ashton* and his assigns during his life to receive and take the rents and profits thereof to and for his and their own use and benefit; and from and after his decease, then as to, for and concerning all that, &c. to the use and behoof of the said *Bethia*, wife of the said *Aaron Ashton*, for and during the term of her natural life for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law; and from and after her decease, then as to, for and concerning all and every the said messuages, lands, tenements, hereditaments and premises herein before limited, to the use of the said *Bethia Ashton* for her life as aforesaid. And as to, for and concerning all such other of the said messuages, lands, tenements, hereditaments and premises as are herein before limited to the said *Aaron Ashton* for his life as aforesaid, and not to the said *Bethia* for her life, from and immediately after the decease of the said *Aaron Ashton* to the use and behoof of the said *Charles Ashton*, for and during the term of his natural life, without impeachment of or for any manner of waste (except voluntary waste in houses and buildings); and from and after the determination of that estate, then to the use of the said *Francis Ford* and *George Gee* and their heirs, during the life of the said *Charles Ashton*, upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require, but nevertheless to permit and suffer the said *Charles Ashton* and his assigns during his life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit. And as to, for and concerning all and every the said manors, messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby granted and released, from and immediately after the end, expiration, or other sooner determination of the said several and respective uses and estates herein before thereof respectively limited, and as the same shall respectively end and determine, to the use and behoof of the said *Henry Hart* and *James Jenks*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of three hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste, upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared, of and concerning the same; and from and after the end, expiration, or other sooner determination of the said term of three hundred years, then to the use and behoof of the first son of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use

and behoof of the second son of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten, and of the heirs male of the body of such second son lawfully issuing; and for default of such issue, then to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and of all and every other the son and sons of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body issuing always to be preferred and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use and behoof of the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of five hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste, upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared of and concerning the same; and from and after the end, expiration, or other sooner determination of the said term of five hundred years, then to the use and behoof of the first son of the body of the said *Charles Ashton* on the body of any other woman or women whom he shall hereafter take to wife, lawfully to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second, third, fourth, fifth, sixth, seventh, and of all and every other the son and sons of the body of the said *Charles Ashton* on the body of any such other woman or women as he shall hereafter take to wife lawfully to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such son and sons, and the heirs male of his and their body and bodies issuing always to be preferred and to take before the younger of such son and sons and the heirs male of his and their body and bodies issuing; and for default of such issue, then as to such of the premises as are not herein before limited to the said *Aaron Ashton* for his life, to the use and behoof of the said *Aaron Ashton*, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after his decease, and the determination of the several and respective uses and estates herein before limited and appointed as aforesaid, then as to, for and concerning all and every the manors, messuages, lands, tenements, hereditaments and premises herein before mentioned to

Remainder to the use of the first trustees for a long term, sans waste, upon trusts, &c. after declared;

remainder to the use of the first and other sons successively, &c. of the intended husband by any other wife in tail male;

remainder as to the part not before limited to the father, to him for life, sans waste; remainder, as to all the premises,

to the use of the
second son of the
father in tail
male;
remainder to
the use of the
father in tail
male;
remainder to
the use of the
right heirs of
the father.
The trust of
the first term
declared.

During joint
lives of hus-
band and wife
to pay her, &c.

a yearly sum,

and the rest of
of the profits to
the person in-
titled to the
rents of that
part.

And as to the
second term,

upon trust,

be hereby granted and released, to the use and behoof of *Thomas Ashton*, second son of the said *Aaron Ashton*, and of the heirs male of the body of the said *Thomas Ashton* lawfully issuing; and for default of such issue, then to the use and behoof of the said *Aaron Ashton*, and of the heirs male of his body lawfully issuing; and for default of such issue, then to the use and behoof of the right heirs of the said *Aaron Ashton* for ever. And as to, for and concerning the aforesaid term of ninety-nine years herein before limited to the said *Henry Hart* and *James Jenks*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between the said parties to these presents, that the same is so limited to them as aforesaid, upon this special trust and confidence, and to the intent and purpose that they the said *Henry Hart* and *James Jenks*, their executors, administrators and assigns, shall and do yearly and every year, during so long time of the said term of ninety-nine years, as the said *Charles Ashton* and *Luna Kent* his intended wife shall both of them jointly live, by and out of the rents, issues and profits of the said messuages, tenements and premises so to them limited for ninety-nine years, determinable as aforesaid, pay, or cause to be paid, by four equal quarterly payments, the yearly sum of 50*l.* of lawful money of *Great Britain*, unto such person or persons, and for such uses and purposes as the said *Luna Kent* shall from time to time, notwithstanding her coverture, by any note or writing under her hand direct or appoint; and in default of and until such direction or appointment, to the proper hands of the said *Luna Kent*, for her own sole and separate use and benefit; whose receipt under her hand shall from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who shall so pay the same, for so much of the said yearly sum of 50*l.* for which such receipt shall be given; the first payment thereof to begin and to be made at the end of three calendar months next after the solemnization of the said intended marriage. And upon this farther trust, that they the said *Henry Hart* and *James Jenks*, their executors, administrators and assigns shall and do, during the continuance of the aforesaid term of ninety-nine years, determinable as aforesaid, pay and dispose of the residue and overplus of the clear rents, issues and profits of the said last mentioned messuages, or tenements and premises (over and above the said yearly sum of 50*l.*) as the same shall arise unto the said *Charles Ashton*, or unto such other person or persons as shall for the time being be intitled to the rents, issues and profits of the same premises, by virtue of the limitations afore-mentioned. And as to, for and concerning the aforesaid term of three hundred years herein before limited to the said *Henry Hart* and *James Jenks*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that the same is so limited to them as aforesaid, upon such trusts, and to and

for .

for such intents and purposes, and under and subject to such provisoes and agreements as are herein after expressed and declared of and concerning the same; that is to say, in case there shall be one or more child or children of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife begotten (other than an eldest or only son) then upon trust that they the said *Henry Hart* and *James Jenks*, their executors, administrators or assigns shall and do, by sale or mortgage of their said term of three hundred years of and in the said manors, messuages, lands, tenements, hereditaments and premises so to them limited as aforesaid, or of and in a competent part thereof, or by such other ways or means as they or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy such sum and sums of money for the portion and portions of all and every such child or children (not being an eldest or only son as aforesaid) as are herein after mentioned; that is to say, if but one such child, then the sum of 3000 *l.* of lawful money of *Great Britain*, for the portion of such only child; and if two such children and no more, then the sum of 2000 *l.* apiece of like money, for the portions of such two children; and if three such children and no more, then the sum of 1500 *l.* apiece of like money, for the portions of such three children; and if four or more such children, then the sum of 1000 *l.* apiece of like money, for the portions of such four or more children; the portion or portions of such of them as shall be sons, to be paid at their respective ages of twenty-one years, or so soon after as may be; and the portion or portions of such of them as shall be daughters, to be paid at their respective ages of twenty-one years or days of marriage, which shall first happen, or so soon after as may be: and upon this farther trust, that in the mean time, and until the same portions shall become payable as aforesaid, the same trustees shall, by and out of the rents, issues and profits of the same manors, messuages, lands, tenements and premises, raise and levy such yearly sum and sums of money for the maintenance and education of such child or children, as to the same trustees shall seem meet, such yearly maintenance not exceeding in the whole the interest of their said respective portions, after the rate of 4 *l.* per cent. per annum. And upon this farther trust, that they the said *Henry Hart* and *James Jenks*, their executors, administrators or assigns, shall and do, until some one of the said portions shall become payable, permit and suffer such person or persons to whom the next and immediate reversion or remainder of the premises expectant upon the said term of three hundred years shall for the time being belong or appertain by virtue of these presents, to receive and take the residue and overplus of the rents and profits of the premises, over and above so much thereof as shall be from time to time paid for the maintenance and education of such child or children as aforesaid. Provided always, that in case any of the same children shall happen to die before his or her said portion or portions shall become payable as aforesaid,

to raise portions for younger children of this marriage,

in proportion to their number, as particularized here.

(At what times payable;)

and in the mean time provisions for maintenance and education.

The persons intitled in the mean time to take the rents, &c except maintenances, &c.

Benefit of survivorship as to the portions,

with restrictions as to the sums.

If all such children die, &c. portions to sink.

No sale, &c. of the term, until portion payable.

If no portion becomes payable,

or if raised by the trustees,

or paid by the remainder-man, &c.

this term, &c. to cease.

The trust of the third term declared;

then the portion or portions of such of them so dying shall go and be paid unto and be equally divided amongst the survivors or survivor of them, when the original portion or portions of such surviving child or children shall become payable as aforesaid. Provided nevertheless, that no one of the same children shall have for his or her portion above the sum of 3000 *l.* and that no two of the same children shall have for their portions above the sum of 2000 *l.* apiece; and that no three of the same children shall have for their portions above the sum of 1500 *l.* and that no four or more of the same children shall have for their portions above the sum of 1000 *l.* apiece. Provided always, that in case all the same children shall happen to die before any of their said portions shall become payable as aforesaid, then and in such case the said monies so to be raised for their portions as aforesaid shall cease, and not be raised. Provided also, that no such sale or mortgage as aforesaid shall be made of the same manors, messuages, lands, tenements and premises, or any of them, or of any part thereof, until some one of the portions of the same children shall become payable as aforesaid. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such child or children of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten (other than an eldest or only son) or there being such child or children, all of them shall happen to die before their or any of their said portions shall become payable by virtue of these presents; or in case the said sum and sums of money before limited and appointed to be raised for the portions of such children as aforesaid, and also such maintenance in the mean time, and until the same portions shall become payable as aforesaid, shall be by the said *Henry Hart* and *James Jenks*, their executors, administrators or assigns, raised and levied by the ways and means in that behalf afore-mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the premises expectant upon the said term of three hundred years, paid, or to the good-liking of the said *Henry Hart* and *James Jenks*, or the survivor of them, or the executors or administrators of such survivor, secured to be paid according to the purport, true intent and meaning of these presents; then and in every or any of the said cases, and at all times from thenceforth, the said term of three hundred years of and in the said manors, and other the premises so limited for three hundred years as aforesaid, or so much thereof as shall remain unsold and undisposed of as aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. And as to, for and concerning the aforesaid term of five hundred years, herein before limited to the said *Francis Ford* and *George Gee*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them as aforesaid, upon

upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned expressed and declared of and concerning the same; that is to say, in case the said *Charles Ashton* shall happen to die without issue male of his body on the body of the said *Luna Kent* his intended wife to be begotten, or that the issue male between them begotten shall happen to die without issue male of their bodies coming, and that these be issue one or more daughter or daughters of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after, then upon trust that they the said *Francis Ford* and *George Gee*, their executors, administrators or assigns, shall and do, by sale or mortgage of their said term of five hundred years of and in the said manors, messuages, lands, tenements, and other the premises so to them limited for five hundred years as aforesaid, or of and in a competent part thereof, or by any other such ways or means as they or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy such sum and sums of money for the portion and portions, and maintenance of all and every such daughter and daughters, as are hereinafter expressed and declared; that is to say, if but one such daughter, then the sum of 5000 *l.* for the portion of such only daughter, and if two or more such daughters, then the sum of 6000 *l.* for the portions of such two or more daughters, to be equally divided amongst them, share and share alike; the same portion and portions to be paid unto such daughter and daughters respectively as when she or they shall respectively attain their age of twenty-one years or be married, which shall first happen, or so soon after as may be: so always, that in case any of the said daughters shall happen to die before her or their portion or portions intended them by virtue of these presents shall by force thereof become payable, then such portion or portions of her or them so dying shall go and be paid unto and be equally divided amongst the survivors and survivor of them, when the original portion or portions of such surviving daughter or daughters shall become payable by virtue of these presents; so always, that no one such daughter shall have above the sum of 5000 *l.* for her portion: and so also, that in case all the said daughters shall happen to die before any of their said portions shall become payable by virtue of these presents, then the said sum or sums of money appointed to be raised for their portions as aforesaid, shall not be raised, but shall cease, for the benefit of such person or persons to whom the next in immediate reversion or remainder of the premises expectant upon the said term of five hundred years shall for the time being belong, by virtue of the limitations above-mentioned. And upon this farther trust, that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns shall and do, by and out of the rents, issues and profits of the said manors, messuages, lands, tenements, hereditaments and premises so to

Upon trust, if there be no son, but a daughter or daughters,

to raise portions,

in proportion to their number,

payable at twenty-one or marriage.

with benefit of survivorship,

and restriction as to the sum.

If all die, portions to sink.

Provision for maintenance.

Persons next in remainder to take the profits until portions payable,

except the main-tenances,

This term not to be sold, &c. until a portion payable.

If no such son or daughter, to whom portion payable,

or if raised,

or paid by the remainder man, &c.

or preferred by their father, with like value, or in part,

them limited for five hundred years as aforesaid, in the mean time and until the said portion or portions of the said daughter or daughters shall become payable respectively as aforesaid, raise, levy and pay such yearly sum and sums of money for the maintenance and education of such daughter and daughters, as to the said *Francis Ford* and *George Gee*, or the survivor of them, or the executors or administrators of such survivor shall seem meet; so as such sum and sums of money to be raised for their maintenance and education as aforesaid does not exceed in the whole the interest of their said respective portions, at the rate of 5 *l. per cent. per annum*. And upon this further trust, that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns shall and do permit and suffer such person or persons, to whom the next and immediate reversion or remainder of the premises expectant upon the said term of five hundred years shall for the time being belong, by virtue of the limitations afore-mentioned, until some or one of the same portions shall become payable, to receive and take the residue and overplus of the said rents, and profits of the same premises, over and above so much thereof as shall be from time to time paid for the respective maintenances and educations of such daughter and daughters. Provided always, that the said *Francis Ford* and *George Gee*, or the survivor of them, or the executors, administrators or assigns of such survivor, shall not sell or mortgage the said term of five hundred years, of and in the said manors, messuages, lands, tenements, and other the premises so to them limited for five hundred years as aforesaid, until some one of the last mentioned portions shall become payable by virtue of these presents. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such daughter or daughters of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after; or there being such daughter or daughters, all of them shall happen to die before their or any of their said portions shall become payable by virtue of these presents; or in case the said sum and sums of money before limited and appointed to be raised for daughters portions as aforesaid, and also such maintenance in the mean time, and until the same portions shall become payable as aforesaid, shall be by the said *Francis Ford* and *George Gee*, their executors, administrators or assigns, raised and levied by the ways and means in that behalf afore-mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the premises expectant upon the said term of five hundred years, paid, or to the good-liking of the said *Francis Ford* and *George Gee*, or the survivor of them, or the executors or administrators of such survivor, secured to be paid, according to the purport, true intent and meaning of these presents; or in case all and every the said daughter and daughters shall be preferred in marriage in the life-time of the said *Charles Ashton*, and be advanced with portions in

in money, or in lands of inheritance equal in value to the portions hereby provided; or in case the said *Charles Ashton* shall give or leave them such monies or lands as shall not be equal in value to their said portions, then in such case the said *Francis Ford* and *George Gee*, their executors, administrators or assigns shall, by and out of the said manors, messuages, lands, tenements and premisses to them limited for five hundred years as aforesaid, raise and levy so much money as shall make up the monies or value of the lands that shall be so advanced, given or left by the said *Charles Ashton*, with or to his said daughters, full so much as the said portions hereby provided shall amount unto; then and in any of the said cases, and at all times from thenceforth, the said term of five hundred years, of and in the said manors, and other the premisses so limited for five hundred years as aforesaid, or so much thereof as shall remain unfold and undisposed of as aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that whatever monies shall be raised and paid unto or for such daughter or daughters, by virtue of the aforesaid term of three hundred years, shall be accepted and taken as and in part of the monies to be raised for her or them by virtue of the said term of five hundred years, any thing herein contained to the contrary notwithstanding. Provided always; and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Charles Ashton*, in case he shall, after the said intended marriage had, happen to survive and over-live the said *Luna Kent* his intended wife, by any writing or writings under his hand and seal, signed and sealed by him in the presence of two or more credible witnesses, to assign, limit and appoint any part or parts of the aforesaid manors, messuages, lands, tenements, hereditaments and premisses, whereof he shall be then in possession by virtue of the limitations afore-mentioned, other than and except the said capital messuage or scite of the said manor of *Munden*, and the said park there, containing eighty acres as aforesaid, with their appurtenances, to any woman or women which he the said *Charles Ashton* shall afterwards marry, either before or after such marriage, for the life or lives of such woman or women, for her or their jointure or jointures; so as such part or parts so to be limited for the jointure of such woman or women do not exceed in the whole the yearly rent or value of 200 *l. per annum*; any thing herein contained to the contrary notwithstanding. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case the said *Charles Ashton* shall happen to survive the said *Luna Kent* his intended wife, and that there shall be no child or children male or female between them begotten, or being such, all of them shall happen to die in the life-time of the said *Charles Ashton*, before any of them attain the

(in this last case the trustees to levy the residue)

what shall remain of this term to cease.

Portions not to be doubly paid.

Power to the husband (surviving his wife) to make a jointure to a second, &c. wife

(with exception as to a parcel of the premisses)

and restriction as to the value.

If the husband survives his wife, and no child living, who attains twenty-one or marriage,

age

he may appoint a
greater or farther
jointure

(with restriction
as to the value)

and charge a cer-
tain sum for por-
tions for chil-
dren of the other
marriage and
maintenances,
with restriction
as to the quan-
sum.

The husband's
father covenants
for himself and
wife,

to levy fines

of the premises,

age of twenty-one years, or be married; then, and in such case, and not otherwise, it shall and may be lawful to and for the said *Charles Ashton*, by any writing or writings under his hand and seal attested by two or more credible witnesses, or by his last will and testament in writing duly executed in the presence of three or more credible witnesses, to assign, limit or appoint any such other or farther part or parts of the said manors, messuages, lands, tenements, hereditaments and premises herein before-mentioned or intended to be hereby granted and released, whereof he shall be then in possession by virtue of the limitations afore-mentioned (except before excepted) to any such woman or women which he shall marry after the decease of the said *Luna Kent*, for the life or lives of such woman or women, for her or their jointure or jointures; so as the jointure of any such woman or women, by virtue of this present power, and the before mentioned power in that behalf, do not exceed in the whole the yearly rent or value of 500*l. per annum*. And then also and in such case, and not otherwise, it shall and may be lawful to and for the said *Charles Ashton*, by such writing or writings, or last will and testament as aforesaid, or by any other writing or writings under his hand and seal attested as aforesaid, to charge all and every or any of the same premises with the payment of any such sum or sums of money as he shall think fit, not exceeding in the whole the sum of 5000*l.* for the portion or portions of all and every or any his daughter or daughters, and younger son or sons, which he shall hereafter happen to have by any such other woman or women as he shall marry after the decease of the said *Luna Kent*, and also with the payment of such yearly sum or sums of money as he shall think fit for the maintenance and education of such daughter or daughters, and younger son or sons, so as the same do not exceed the interest of their respective portions at the rate of 4*l. per cent. per annum*. And the said *Aaron Ashton* doth hereby for himself and the said *Bethia* his wife, his and her heirs, executors and administrators, covenant, promise and grant, to and with the said *Francis Ford* and *George Gee*, their heirs, executors and administrators by these presents, that they the said *Aaron Ashton* and *Bethia* his wife shall and will, at the costs and charges in the law of the said *Aaron Ashton*, as of *Hilary* term last past before the date hereof, or before the end of *Easter* term next ensuing the date hereof, acknowledge and levy before her majesty's justices of the court of common pleas at *Westminster* several fines *sur consueance de droit come ceo*, &c. whereupon proclamation shall and may be had and made according to the form of the statute in that case made and provided, and the usual course of fines in such cases used, unto the said *Francis Ford* and *George Gee*, or the survivor of them, and the heirs of one of them, of all the said manors, messuages, farms, lands, tenements, hereditaments and premises in the said several counties of *Nottingham*, *Rutland* and *Salop*, and every or any of them, by such apt and convenient names, quantities, qualities, numbers of acres, and other

other descriptions to ascertain the same as shall be thought meet; which said fine or fines so as aforesaid, or in any other manner, or at any other time or times levied or to be levied, and acknowledged of the said last mentioned manors, messuages, lands, tenements, hereditaments and premises, or any of them, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them are or shall be parties or privies, shall be and enure, and shall be adjudged, deemed, construed and taken, and so are and were meant and intended to be and enure, and are hereby declared by all the said parties to these presents to be and enure, and the conusee or conusees in the said fine or fines named or to be named, and his or their heirs, shall stand and be seised of the said last mentioned manors, messuages, lands, tenements, hereditaments and premises, unto and for the several and respective uses, intents and purposes, and upon the trusts, and under and subject to the provisos and agreements herein before mentioned, expressed and declared of and concerning the same. And whereas the said *Aaron Ashton* and *Bethia* his wife, or one of them, or some other person or persons in trust for them or one of them, are and stand, or is and standeth possessed of, interested in, or intitled unto certain long terms for years, whereof upwards of six hundred years are yet to come, of and in all that meadow, &c. and of and in all lands, meadows, leasowes, pastures, woods, under-woods, and other hereditaments thereunto belonging, or deemed or taken to be part or parcel thereof, or with the same now or heretofore used, occupied or enjoyed; all which said leasehold closes, messuage, farms, lands, tenements and premises (among others) now are or late were in the possession or occupation of the said *Aaron Ashton* and *Bethia* his wife, their lessees or under-tenants: now this indenture farther witnesseth, that in consideration of the said intended marriage, and for other the considerations afore-mentioned, they the said *Aaron Ashton* and *Bethia* his wife have, and each of them hath granted, bargained, sold, assigned and set over, and by these presents do, and each of them doth grant, bargain, sell assign and set over unto the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, all and every the said leasehold messuage, farms, closes, lands, tenements, hereditaments and premises, with their and every of their rights, members and appurtenances, and all other their leasehold messuages, lands and tenements in, &c. or elsewhere in the said county of *Salop*, and all the estate, right, title, interest, trust, property, claim and demand whatsoever of them the said *Aaron Ashton* and *Bethia* his wife, and of either of them, of, in, to or out of the same, or any of them, or any part thereof; to have and to hold the said last mentioned messuage, farm, closes, lands, tenements and premises, unto the said *Francis Ford* and *George Gee*, their heirs, executors, administrators and assigns, from henceforth for and during the said term of six hundred years, and all such other and farther terms, estates and interests, as they the said

to enure

to the uses of this settlement.

Recital that the father and mother, &c. are intitled to long terms in other lands.

They assign the same to the first trustees.

Habendum

upon trust for
them, &c. until
the marriage;

then in trust for
their son the in-
tended husband
during his life;

then in trust for
his wife during
her life, as in-
crease of her
jointure;

then for the first
son of this mar-
riage, during the
terms.

Provided, if he
die unmarried
before twenty-
one,

for the second
and other sons
successively in
like manner;

said *Aaron Ashton* and *Bethia* his wife, or either of them, or any other in trust for them or either of them, have or hath therein; upon such trusts nevertheless, and to and for such intents and purposes, and with and under such provisos and agreements as are herein after-mentioned and expressed of and concerning the same; that is to say, in trust for the said *Aaron Ashton* and *Bethia* his wife and their assigns, according to their respective estates and interests therein, before the sealing and delivery of these presents, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then in trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do permit and suffer the said *Charles Ashton* and his assigns, during so much and so long time of the said term of six hundred years as he shall live, to receive and take the clear rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then shall and do permit and suffer the said *Luna Kent* his intended wife and her assigns, during so much and so long time of the said term of six hundred years as she shall live, to receive and take the clear rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, as and by way of increase and augmentation of her jointure; and from and after the several deceases of the said *Charles Ashton* and *Luna Kent* his intended wife, then shall and do permit and suffer the first son of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten, and his assigns, during the then residue of the said term of six hundred years, and such farther terms and estates therein as aforesaid, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit: subject nevertheless to the proviso next herein after mentioned; that is to say, provided always, that in case such first son shall happen to die unmarried before he attain his age of twenty-one years, then upon trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do permit and suffer the second, third, fourth, fifth, sixth and seventh, and all and every other the son and sons of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and the several and respective assigns of such son and sons, during the then residue of the said term of six hundred years, and such farther terms and estates therein as aforesaid, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own respective use and benefit; the elder of such sons and his assigns always to be preferred and to take before the younger of such sons and his assigns: subject always nevertheless to the proviso next herein after mentioned; that is to say, provided always, that in case such second, third, fourth, fifth, sixth, seventh, or any other the son

and

and sons of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten shall happen to die unmarried before he attains his age of twenty-one years, then upon trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do from time to time, during the then residue of the said term of six hundred years, and such further terms and estates therein as aforesaid, permit and suffer the next of the same sons in age to every such son so dying unmarried and under the age of twenty-one years, and the assigns of every such next son to receive and take the rents and profits thereof, and of every part thereof, to and for the use and benefit of such next son and his assigns; so always that this last proviso shall not extend or be construed to extend to prevent in taking any of the elder of the said sons who shall live to attain his age of twenty-one years, or be married. And in case there shall be no such son or sons of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife begotten, or being such, no one of them shall live to attain his age of twenty-one years or be married, then upon trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do permit and suffer the first son of the body of the said *Charles Ashton* on the body of any other woman or women whom he shall hereafter take to wife to be begotten, and his assigns, during the then residue of the said term of six hundred years, and such farther terms and estates therein as aforesaid, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit, subject nevertheless to the proviso next herein after-mentioned; that is to say, provided always, that in case such first son shall happen to die unmarried before he attain his age of twenty-one years, then upon trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do permit and suffer the second, third, fourth, fifth, sixth, seventh, and all and every other the son and sons of the body of the said *Charles Ashton* on the body of any such other woman or women as he shall hereafter take to wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and the several and respective assigns of such son and sons, during the then residue of the said term of six hundred years, and such farther term and estates therein as aforesaid, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; the elder of such sons and his assigns always to be preferred and to take before the younger of such sons and his assigns: subject always nevertheless to the proviso next herein after-mentioned; that is to say, provided, that in case such second, third, fourth, fifth, sixth, seventh, or any other the son or sons of the body of the said *Charles Austin*, on the body of any such other woman or women whom he shall hereafter take to wife to be begotten, shall happen to die unmarried

The elder to take before the younger.

If no such son who attains twenty-one or marries,

then the sons of the intended husband by any other wife to take in like manner.

before

And if no such son attains his age or marries, then for the second son of the husband's father, as to this whole term.

Covenant by the father, &c. to levy a fine,

sur concesserunt of the leasehold premises,

A corporation lease recited.

before he attain his age of twenty-one years, then upon trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do from time to time, during the then residue of the said term of six hundred years, and such farther term and estates therein as aforesaid, permit and suffer the next of the same sons in age to every such son so dying unmarried and under the age of twenty-one years, and the assigns of every such next son, to receive and take the rents and profits thereof, and of every part thereof, to and for the use and benefit of such next son and his assigns: so always, that this last proviso shall not extend or be construed to extend to prevent in taking any the elder of the said sons, who shall live to attain his age of twenty-one years or be married. And in case there shall be no such son or sons, or being such, no one of them shall live to attain his age of twenty-one years or be married, then upon trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do permit and suffer the said *Thomas Ashton*, his executors, administrators and assigns, during all the then residue of the said term of six hundred years, and such farther terms and estates therein as aforesaid, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit. And the said *Aaron Ashton* and *Bethia* his wife, for the better and more effectual strengthening and confirming of the said last mentioned grant and assignment, upon the trusts and for the purposes herein before mentioned and expressed of and concerning the same, do, and each of them doth, for themselves and each of them, their and each of their heirs, executors and administrators, covenant, grant and agree, to and with the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, that they the said *Aaron Ashton* and *Bethia* his wife shall and will, as of last *Hilary* term, or before the end of *Easter* term next ensuing the date hereof, at the costs and charges of the said *Aaron Ashton*, acknowledge and levy before her majesty's justices of the court of common pleas at *Westminster* one or more fine or fines *sur concesserunt*, with proclamations, unto the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, of all the said leasehold messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby granted and assigned; to hold the same unto the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, from the feast-day of the birth of our Lord Christ last past before the date hereof, for and during the term of six hundred years from thence next ensuing, and fully to be compleat and ended: yielding and paying therefore yearly and every year, during the same term, the rent of one pepper-corn, upon the feast of *St. Michael* the archangel, if the same shall be lawfully demanded. And whereas in and by one indenture of lease bearing date the twenty-sixth day of *May* which was in the year of our Lord 1663. and made or mentioned to be made between the wardens and society of the mystery or art of

of the brewers of the city of *London* of the one part, and *Valentine Ashton*, of the other part, they the said wardens and society of the mystery or art aforesaid, for the considerations therein mentioned, did demise, lease, and to farm let, unto the said *Valentine Ashton*, all those their five messuages or tenements situate and being in the parish of *St. Mary le Bow London*, in the tenure of [here they are described by the names of the occupiers, &c.] according to a former lease made by the said wardens and society of the mystery or art aforesaid unto the said *Valentine Ashton*; to hold to the said *Valentine Ashton*, his executors, administrators and assigns, from the feast-day of the nativity of *St. John* the baptist which should be in the year of our Lord 1706. for the term of thirty-one years, at and under the yearly rent of 30*l.* payable quarterly, as therein is mentioned. And whereas in and by one other indenture of lease bearing date the twenty-sixth day of *April* which was in the year of our Lord 1671. and made or mentioned to be made between the mayor and commonalty, and citizens of the city of *London*, governors of the possessions, revenues and goods of the hospitals of *Edward* late king of *England* the sixth, of *Christ's*, *Bridewell* and *St. Thomas* the apostle of the one part, and the said *Valentine Ashton* of the other part, the said mayor, and commonalty and citizens, governors aforesaid, for the considerations therein mentioned, did demise, grant, and to farm let, unto the said *Valentine Ashton*, all that their piece or parcel of ground situate and being in the said parish of *St. Mary le Bow London*, formerly letten by them the said mayor, and commonalty and citizens, governors aforesaid, to *A. B.* gent. together with all and every the messuages or tenements thereupon then erected and built, or then after upon the same to be erected and built, which said last mentioned premisses are more particularly described in a plan or description thereof to the said last recited indenture annexed; to hold unto the said *Valentine Ashton*, his executors, administrators and assigns, from the feast-day of *St. Michael* the archangel which was in the year of our Lord 1669. for the term of sixty-nine years, at and under the yearly rent of 5*l.* payable quarterly, as therein is mentioned. And whereas in and by one other indenture of lease bearing date the twenty-sixth day of *October* which was in the year of our Lord 1672. and made or mentioned to be made between the said mayor, and commonalty and citizens, governors aforesaid, of the one part, and the said *Valentine Ashton* of the other part, the said mayor, and commonalty and citizens, governors aforesaid, for the considerations therein mentioned, did lease, and to farm let, unto the said *Valentine Ashton*, all those their six brick messuages or tenements then new erected and built by him the said *Valentine Ashton*, situate and being in the parish aforesaid, then in the tenure of the said *Valentine Ashton*, his assigns or under-tenants, which said messuages or tenements and premisses last mentioned are also more particularly described in a plan or description thereof to the said last recited indenture annexed; to hold unto the said *Valentine Ashton*,

Another corporation lease recited.

Another corporation lease recited.

Another corporation lease recited.

Another lease recited.

Ashton, his executors, administrators and assigns, from the said feast-day of *St. Michael* the archangel which was in the year of our Lord 1671. for the term of eighty-one years, at and under the yearly rent of 6*l.* payable quarterly, as therein is mentioned. And whereas in and by one other indenture of lease bearing date the twenty-seventh day of *November* which was in the year of our Lord 1673. and made or mentioned to be made between the said mayor and commonalty and citizens, governors aforesaid, of the one part, and the said *Valentine Ashton* of the other part, the said mayor and commonalty and citizens, governors aforesaid, for the considerations therein mentioned did grant, and to farm let, unto the said *Valentine Ashton*, all that their piece or parcel of ground and soil situate, lying and being in the parish aforesaid, together with all and every the messuages or tenements thereupon then erected, and intended to be new erected and built, as the same then were in the tenure of the said *Valentine Ashton*, his assigns or under-tenants, which said last mentioned premises or tenements and premises are also more particularly described in a plan or description thereof to the said last recited indenture annexed; to hold unto the said *Valentine Ashton*, his executors, administrators and assigns, from the said feast-day of *St. Michael* the archangel which was in the year of our Lord 1672. for the term of eighty years, at and under the yearly rent of 15*l.* payable quarterly, as therein is mentioned. And whereas in and by one other indenture of lease bearing date the eighteenth day of *January* which was in the said year of our Lord 1672. and made or mentioned to be made between *William Wynne* of, &c. esq; and *Adam Wynne* gent. eldest son of the said *William Wynne* by dame *Dorothy* his then wife of the one part, and the said *Valentine Ashton* of the other part, reciting as therein is recited, and for the considerations therein mentioned the said *William Wynne* the father and *Adam Wynne* the son did demise, grant, and to farm let, unto the said *Valentine Ashton*, all those several tofts, pieces and parcels of ground whereon then lately stood five tenements or houses, with a yard thereunto belonging, then late in the occupation of *C. D.* his assigns or under-tenants, which said last mentioned premises and ground is situate, lying and being in the said parish of *St. Mary le Bow* in the ward of *Cheap London*, as the same is more particularly described, abutted and bounded in the said last recited indenture of lease; to hold unto the said *Valentine Ashton*, his executors, administrators and assigns, from the feast of the nativity of our Lord God then next ensuing for the term of sixty-one years and an half, at and under the yearly rent of 12*l.* payable quarterly, as therein is mentioned, as by the said five several recited indentures of lease, relation being thereunto respectively had, it doth and may more fully and at large appear. And whereas all the said tofts, pieces or parcels of ground, messuages or tenements, hereditaments and premises, in and by the said five several recited indentures of lease demised to the said *Valentine Ashton* as aforesaid, and all erections and buildings

buildings thereupon or upon any part thereof since erected and built, are since by good and sufficient mesne assignments and conveyances in the law, or otherwise, come to and vested in the said *Aaron Ashton*, or some other person or persons in trust for him, for all the rest and residue yet to come and unexpired of the said respective terms therein: now this indenture farther witnesseth, that in consideration of the said intended marriage, and for other the considerations afore-mentioned, and also in consideration of the sum of 10*s.* of lawful money of *Great Britain*, to the said *Aaron Ashton* in hand paid by the said *Francis Ford* and *George Gee*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Aaron Ashton* hath bargained, sold, assigned and set over, and by these presents doth bargain, sell, assign and set over, unto the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, all the said tofts, pieces or parcels of ground, messuages or tenements, hereditaments and premises, in and by the said five several recited indentures of lease, and every or any of them demised or leased, or mentioned or intended so to be, and all messuages, tenements, erections and buildings thereupon or upon any part thereof since erected and built as afore said, with their and every of their appurtenances; and the reversion and reversions, remainder and remainders, rents, issues and profits of the said messuages or tenements, erections, buildings and premises last mentioned, and of every of them, and of every part and parcel thereof; and all the estate, right, title, interest, terms of years yet to come and unexpired, trust, property, claim and demand whatsoever, both in law and equity, of him the said *Aaron Ashton*, of, in, to or out of the said messuages or tenements, erections, buildings, hereditaments and premises last mentioned, or any of them, or any part thereof; to have and to hold the said tofts, pieces or parcels of ground, messuages or tenements, erections, buildings, hereditaments and premises last mentioned, unto the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, from henceforth, for and during all the rest and residue yet to come and unexpired of the said several and respective terms of years therein afore-mentioned (subject to the rents and covenants in the said recited indentures of lease respectively reserved and contained): upon such trusts nevertheless, and to and for such intents and purposes as are herein after-mentioned, expressed and declared, of and concerning the same; that is to say, in trust for the said *Aaron Ashton* and his assigns, according to his estate and interest therein before the enfealing and delivery hereof, until the solemnization of the said intended marriage. And from and after the solemnization thereof, then as to, for and concerning the said five messuages or tenements situate in the said parish of *St. Mary le Bow*, with their and every of their appurtenances, in trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do permit and suffer the said *Charles Ashton* and his assigns,

And that these five leases for years are vested in the husband's father.

The father assigns them to the first trustees:

Habendum, &c.

(subject to rents and covenants)

in trust for himself until the marriage.

Then, as to part,

for the intended husband for life;

then for the
eldest son of this
marriage.

If no son or
daughter,

then the intend-
ed wife to take
the profits dur-
ing life, as in-
crease of joint-
ure;

and after her
decease, the
representatives
of the husband.

As to other part,
for the father
for life;

then for the
husband for life;

then for his
eldest son for
the whole term.

during so much and so long time of the remainder of the said term of thirty-one years therein as he shall live, to receive and take the clear rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then shall and do permit and suffer the eldest or only son of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten, which shall be living at the time of the decease of the said *Charles Ashton*, or born after, and the executors, administrators and assigns of such eldest or only son, during the then residue of the said term of thirty-one years, to receive and take the clear rents and profits thereof, and of every part thereof, to and for his and their own use and benefit. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that in case there shall be no son or sons, daughter or daughters of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife begotten living at the time of his decease, or born after, and the said *Luna Kent* shall survive and over-live the said *Charles Ashton*, then upon trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do permit and suffer the said *Luna Kent* and her assigns, during so much and so long time of the remainder of the said term of thirty-one years as she shall live, to receive and take the clear rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, as and by way of increase and augmentation of her jointure; and from and after her decease, then shall and do permit and suffer the executors or administrators of the said *Charles Ashton*, during the then residue of the said term of thirty-one years, to receive and take the clear rents and profits thereof, and of every part thereof, to and for their own use and benefit. And as to, for and concerning all the said messuages or tenements and premises, situate and being in the parish aforesaid, in trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do permit and suffer the said *Aaron Ashton*, for so much and so long time of the said respective terms therein as he shall live, to receive and take the clear rents and profits thereof, and of every part thereof, to and for his own use and benefit; and from and after his decease, then shall and do permit and suffer the said *Charles Ashton*, for so much and so long time of the said respective terms therein as he shall live, to receive and take the clear rents and profits thereof, and of every part thereof, to and for his own use and benefit; and from and after his decease, then shall and do permit and suffer the eldest or only son of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten, which shall be living at the time of the decease of the said *Charles Ashton*, or born after, and the executors, administrators and assigns of such eldest or only son, during the then residue of the said respective terms therein, to receive and take the clear rents and profits thereof, and of every part

part thereof, to and for his and their own use and benefit : but in case there shall be no such son then living, or born after, then upon trust that they the said *Francis Ford* and *George Gee*, their executors, administrators and assigns, shall and do permit and suffer the executors or administrators of the said *Charles Ashton*, during the then residue of the said respective terms therein, to receive and take the clear rents and profits thereof, and of every part thereof, to and for their own use and benefit. And whereas in and by one indenture tripartite, bearing date the twenty-third day of *June* which was in the year of our Lord 1702. and made or mentioned to be made between *Ephraim Edmonds* clerk, prebendary of the cathedral church of *Lincoln*, of the first part, *Francis Farr* of, &c. esq; of the second part, and *Gregory Grant* of, &c. upholder, of the third part, and executed by livery and seisin, the said *Ephraim Edmonds*, for the considerations therein mentioned, did demise, grant, and to farm let, unto the said *Francis Farr*, all that his manor of *Hilton* with the appurtenances in the county of *Kent*, with all houses and buildings unto the same manor belonging, with all and singular demesne land and lands, meadows, leasowes, pastures, feedings, rents, reversions, wards, marriages, reliefs, escheats, fines, heriots, perquisites of courts, felons goods, rents as well of freehold as of customary tenants, warrens, waters, fishings, and all other commodities and advantages, whatsoever they be, unto the said manor appertaining, or in any wise belonging; to hold the said last mentioned manor, lands, tenements, hereditaments and premises, with their appurtenances, unto the said *Francis Farr*, his heirs and assigns, for and during the lives therein mentioned, and the longest liver of them, at the yearly rent of 12 *l.* of lawful money of *Great Britain*, payable as therein is mentioned, as by the said last recited indenture of lease, relation being thereunto had, may more fully appear. And whereas the said manor of *Hilton*, and other the said last mentioned premises, are since by good and sufficient conveyances and assurances in the law come to and vested in the said *Aaron Ashton*, for and during the said estate and term therein : now this indenture farther witnesseth, that in consideration of the said intended marriage, and for other the considerations afore-mentioned, and also in consideration of the farther sum of 10*s.* of lawful money of *Great Britain*, to the said *Aaron Ashton* in hand paid by the said *Francis Ford* and *George Gee*, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Aaron Ashton* hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said *Francis Ford* and *George Gee*, their heirs and assigns, all and singular the last mentioned manor, houses, lands, tenements, hereditaments and premises, with their and every of their rights, members and appurtenances (all which said last mentioned manor, houses, lands, tenements, hereditaments and premises are now in the actual possession of the said *Francis Ford*

If no such son,

for the representatives of the husband.

Recital of a church lease,

for three lives;

and that the same is vested in the husband's father.

He grants, &c. the same to the first trustees, by lease and release (this clause being the release).

and *George Gee*, by virtue of a bargain and sale to them thereof made by the said *Aaron Ashton*, for the term of one whole year, commencing from the feast of the nativity of St. *John* the baptist last past before the date hereof in consideration of 5 s. to him paid by the said *Francis Ford* and *George Gee*, in and by one indenture bearing date the day next before the day of the date of these presents, and made or mentioned to be made between the said *Aaron Ashton* of the one part, and the said *Francis Ford* and *George Gee* of the other part, and by force of the statute for transferring uses into possession made and provided) and the reversion and reversions, remainder and remainders, rents, issues and profits of the said last mentioned manor, houses, lands, tenements, hereditaments and premises, and of every of them, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both in law and equity, of him the said *Aaron Ashton*, of, in, to or out of the same manor, houses, lands, tenements, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said last mentioned manor, houses, lands, tenements, hereditaments and premises, with their appurtenances, unto the said *Francis Ford* and *George Gee*, their heirs and assigns, to the use of them the said *Francis Ford* and *George Gee*, and of their heirs and assigns, during the lives therein, and the life of the longest liver of them: upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared, of and concerning the same; that is to say, in trust for the said *Aaron Ashton* and his heirs, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then in trust for the said *Aaron Ashton* and his assigns, for and during the term of his natural life, and from and after his decease, then in trust for the said *Bethia* his wife, for and during the term of her natural life, as and by way of increase and augmentation for her jointure; and from and after the several deceases of the said *Aaron Ashton* and *Bethia* his wife, then in trust for the said *Charles Ashton* and his assigns, for and during the term of his natural life; and from and after his decease, then in trust for the first son of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten, and the heirs male of the body of such first son lawfully issuing; and for default of such issue, then in trust for the second, third, fourth, fifth, sixth, and all and every other the son and sons of the body of the said *Charles Ashton* on the body of the said *Luna Kent* his intended wife to be begotten, severally and successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body always to be preferred and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing; and for default of such issue, then

Habendum.

In trust for the husband's father and his heirs till the marriage; then in trust for him, during his life; then in trust for his wife for life, as increase of jointure, then in trust for the husband for life; remainder in trust for the first and other sons of the marriage successively and respectively in tail male.

in

in trust for the first son of the body of the said *Charles Ashton* on the body of any other woman or women whom he shall hereafter take to wife lawfully to be begotten, and the heirs male of the body of such first son lawfully issuing; and for default of such issue, then in trust for the second, third, fourth, fifth, sixth, and all and every other the son and sons of the body of the said *Charles Ashton* on the body of any such other woman or women as he shall hereafter take to wife lawfully to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such son and sons and the heirs male of his and their body and bodies issuing being always to be preferred, and to take before the younger of such son and sons and the heirs male of his and their body and bodies issuing; and for default of such issue, then in trust for the said *Thomas Ashton* and the heirs male of his body lawfully issuing; and for default of such issue, then in trust for the right heirs of the said *Aaron Ashton* for ever. And the said *Aaron Ashton* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Francis Ford* and *George Gee*, their heirs and assigns, that in case the said marriage shall take effect, he the said *Aaron Ashton*, his heirs, executors or administrators shall and will, at his and their own proper costs and charges, from time to time during the lives of the said *Aaron Ashton* and *Bethia* his wife, and the life of the longer liver of them, as often as any of the persons for whose respective lives the said last mentioned manor or premises are or shall be held shall happen to die, cause and procure, or do his and their utmost endeavour to procure new leases to be made of the said last mentioned premises, upon the trusts aforesaid, so as that at the time of the death of the survivor of them there shall be three lives in the lease then in being; and shall and will from time to time bear and pay all fines, and other incident charges, of and for such renewals. And the said *Charles Ashton* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Francis Ford* and *George Gee*, their heirs and assigns, that in case the said marriage shall take effect, he the said *Charles Ashton*, his heirs, executors or administrators shall and will, at his and their own proper costs and charges, from and after he shall come into possession of the said last mentioned premises, from time to time during his natural life, as often as any of the persons for whose respective lives the said last mentioned manor and premises are or shall be held shall happen to die, cause and procure, or do his or their utmost endeavour to procure new leases to be made of the said last mentioned premises, upon the trusts aforesaid, so as at the time of his death there shall be three lives in the lease then in being; and shall and will from time to time bear and pay all fines, and

Remainder in trust for the first and other sons of the husband by any other wife successively, &c. in tail male.

Remainder in trust for the second son of the husband's father in tail male; remainder in trust for the right heirs of the father.

The father covenants for himself and his wife to procure renewals during their lives, at their own charges, &c.

The husband covenants to the like effect.

The trustees are
to surrender for
that purpose.

The new leases
to be liable to
the like trusts.

The father cove-
nants to surren-
der certain copy-
holds.

As to part, to
such uses as a
particular part of
the above ma-
nors, &c. are
settled,

except the two
terms for years.

As to other part,
to such uses as an-
other of the above
manors, &c. are
settled,

except the estates
to such part con-
tingent remain-
ders and the two
terms for years.

other incident charges, of and for such renewals. And it is hereby declared and agreed by and between all the said parties to the said presents, that the said *Francis Ford* and *George Gee*, their heirs or assigns, shall from time to time, as often as they shall be requested so to do, surrender, or cause to be surrendered, the lease then in being of and in the said last mentioned premises, in order that the same may be from time to time renewed as aforesaid; all which new leases hereafter to be taken of the said last mentioned premises, or any part thereof, shall from time to time remain, continue, and be subject and liable to the like trusts as are herein before declared of and concerning the same premises hereby or mentioned to be hereby granted and released. And this indenture farther witnesseth, that in consideration of the said intended marriage, and for other the considerations aforesaid, he the said *Aaron Ashton* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Francis Ford* and *George Gee*, their heirs, executors and administrators, that he the said *Aaron Ashton* shall and will forthwith, or so soon as conveniently may be after the solemnization of the said intended marriage, by surrender, common recovery or recoveries, or other lawful ways and means, convey, settle and assure all and every his customary or copyhold messuages, lands, tenements and hereditaments, situate, lying or being in the said several counties of *Nottingham*, *Oxford* and *Pembroke*, or any of them, to such uses, intents and purposes as are herein after mentioned, expressed and declared of and concerning the same respectively; that is to say, as to, for and concerning all his copyhold or customary messuages, lands, tenements and hereditaments in the said county of *Nottingham*, to the use of such person and persons, and for such estate and estates, and in such manner and form as the said manor of *Munden*, and other the said freehold messuages, lands, tenements and hereditaments in the said county of *Nottingham* are herein before limited or appointed (except the said estate limited for supporting contingent remainders, and the said two several terms of three hundred years and five hundred years thereof, limited as aforesaid). And as to, for and concerning all his copyhold or customary messuages, lands, tenements and hereditaments in the said several counties of *Oxford* and *Pembroke*, or either of them, to the use of such person and persons, and for such estate and estates, and in such manner and form as the said lower part of the manor of, &c. and other the freehold messuages, lands, tenements and hereditaments, &c. aforesaid, are herein before limited or appointed (except the said estates limited for supporting contingent remainders, and the said two several terms of three hundred years and five hundred years thereof, limited as aforesaid). Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that in case the said *Charles Ashton* shall at any time or times hereafter during his life, with the consent and approbation of the

the said *John Kent*, *Francis Ford*, *George Gee*, *Henry Hart* and *James Jenks*, or the survivors or survivor of them, or the executors or administrators of such survivor, testified under their hands and seals, or the hands and seals of the survivor of them, borrow and take up any sum or sums of money, not exceeding in the whole the sum of 1200 *l.* then and in such case it shall and may be lawful to and for the said *Charles Ashton*, by any writing or writings under his hand and seal, attested by two or more credible witnesses, to charge the aforesaid manors, messuages, lands, tenements, hereditaments and premises, or any of them, or any part thereof, with the payment of such sum and sums of money (not exceeding in the whole the sum of 1200 *l.*) as he shall so borrow and take up with such consent and approbation as aforesaid, together with lawful interest for the same, until payment thereof; without prejudice nevertheless to the several estates and interests of the said *Luna Kent*, *Aaron Ashton*, and *Bethia* his wife, or any of them, during their respective lives, of and in the premises or such part thereof as shall be so charged, any thing in these presents to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Aaron Ashton* and *Bethia* his wife, *Charles Ashton* and *Luna Kent* his intended wife, as and when they shall respectively come into and be in possession of the premises, or any part thereof, by virtue of the limitations afore-mentioned, from time to time during their respective lives, to make such leases thereof as are herein after mentioned; that is to say, of such part or parts thereof as have been usually letten at a rack or improved rent, to lease the same or any part thereof to any person or persons, for any term or number of years not exceeding twenty-one years, in possession, and not in reversion, remainder or expectancy; so as upon every such lease there be reserved and made payable during the continuance thereof, the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of fine or income for or in respect of such lease or leases; and of such part or parts thereof as have been usually let for lives or years determinable upon lives, to lease the same or any part thereof to any person or persons, for one, two or three life or lives, or any number of years determinable upon the deaths of one, two or three person or persons then in being, so as the ancient and accustomed yearly rents and services or more be thereupon reserved during the continuance of such leases, and so as none of the aforesaid leases be made dispunishable of waste, by any express words therein; and so as in every of the said leases there be contained a clause of re-entry for non-payment of the rent or rents to be thereby respectively reserved; and so as the lessee and lessees to whom such lease or leases shall be made, seal and deliver counterparts of such lease or leases, any thing herein

Power to the husband (with consent, &c.).

to charge the premises with a sum of money,

without prejudice to the interest of his father, mother, or wife.

Power of leasing given to the persons in possession for the time being, according to usage.

with usual restrictions.

The father and
son covenant for
quiet enjoyment,

free from incum-
brances,

except the rents
and services,

and leases;

contained to the contrary in any wise notwithstanding. And the said *Aaron Ashton* and *Charles Ashton* do, and each of them doth, for themselves and each of them, their and each of their heirs, executors and administrators, covenant, promise and grant, to and with the said *Francis Ford* and *George Gee*, their executors and administrators, in manner following; that is to say, that all and every the aforesaid freehold, copyhold and leasehold manors, messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby granted, released, assigned, and covenanted to be surrendered respectively as aforesaid, shall or lawfully may from time to time, and at all times hereafter, remain, continue and be, to and for the several uses, intents and purposes, upon the trusts, and under and subject to the provisos and agreements in and by these presents mentioned, expressed and declared, of and concerning the same respectively as aforesaid; and shall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Aaron Ashton* and *Bethia* his wife, and *Charles Ashton*, or any of them, their or any of their heirs, executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest, of, in, to or out of the premises, or any of them, or any part thereof, from, by or under, or in trust for them or any of them, or from, by or under their or any of their ancestors; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Aaron Ashton* and *Charles Ashton*, or one of them, their or one of their heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, right and title of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, rents, arrears of rent, forfeitures, re-entries, cause and causes of forfeiture and re-entry, and of and from all and singular other estates, titles, troubles, charges and incumbrances whatsoever had, made, done, or committed or suffered, or to be had, made, done, or committed or suffered by the said *Aaron Ashton* and *Bethia* his wife, and *Charles Ashton*, or any of them, their or any of their ancestors, or by their or any of their heirs and assigns, or by any other person or persons lawfully claiming or to claim, from, by or under them or any of them, or from, by or under their or any of their act, means, assent, consent or procurement (other than and except the rents and services from henceforth to grow due to the chief lord or lords of the fee or fees of the premises, for or in respect of his or their seigniority or seigniories; and except the rents and covenants in the said several recited indentures of lease reserved and contained; and also except such leases of the premises, or any part thereof, whereupon the improved or ancient and accustomed yearly rent is reserved and made payable. And that they the said

Aaron

Aaron Ashton and *Bethia* his wife, and *Charles Ashton*, and every of them, their and every of their heirs, executors and administrators, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, either in law or equity, of, in, to or out of the aforesaid manors, messuages, lands, tenements, hereditaments and premises, or any of them, or any part thereof, from, by or under, or in trust for them or any of them, shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *Francis Ford* and *George Gee*, or the survivor of them, or the executors or administrators of such survivor, but at the proper costs and charges in the law of the said *Aaron Ashton* and *Charles Ashton*, or one of them, their or one of their heirs, executors or administrators, make, do and execute, or cause and procure to be made, done and executed, all and every such farther and other lawful and reasonable act and acts, thing and things, device and devices, conveyances and assurances in the law whatsoever, be it by fine, feoffment, common recovery, or otherwise howsoever, for the farther, better, and more perfect and absolute granting and conveying of the said manors, messuages, lands, tenements, hereditaments and premises herein before mentioned to be hereby granted, released, assigned, and covenanted to be surrendered respectively as aforesaid, with their and every of their appurtenances, unto and for such uses, intents and purposes, upon such trusts, and under and subject to such provisos and agreements as are herein before mentioned, expressed and declared of and concerning the same respectively as aforesaid, as by the said *Francis Ford* and *George Gee*, or the survivor of them, or the executors or administrators of such survivor, or their or any of their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenant than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable, for making or doing thereof, to go or travel above five miles from their then respective dwellings or places of abode. In witness, &c.

and to make
farther assurances.

No. 3.

A settlement by a widower, on his marriage with a second wife. Pin-money and a jointure provided, and terms in trustees for the better payment of each. Usual limitations to first and other sons in tail male, remainder to brothers of the husband, &c. Terms to raise portions for younger children; and for daughters, if no son. Power of revocation as to the collateral remainders; and other matters, as in the margin.

The intended marriage recited.

The consideration.
The marriage and portion;

and for providing a jointure;
and for settling the manors, &c.

THIS indenture quinquupartite, made the first day of *August* anno Domini 1723. and in the ninth year of the reign of our sovereign lord *George*, &c. between *Andrew Ashton* of, &c. esq; of the first part, *Barnard Boot* of, &c. esq; and *Charles Cow* of, &c. esq; of the second part, *Daniel Dukes* of, &c. esq; and *Edmund Elwell* of, &c. esq; of the third part, *Frederick Fall* of, &c. esq; and *Gilbert Glynne* of, &c. esq; of the fourth part, and *Helena Boot* of, &c. widow, and relict of *Barnard Boot* late of, &c. esq; deceased, and *Joan Boot*, elder daughter of the said *Barnard Boot* deceased, and of the said *Helena Boot*, of the fifth part. Whereas a marriage is intended, by the permission of God, to be shortly had and solemnized between the said *Andrew Ashton* and the said *Joan Boot*: now this indenture witnesseth, that for and in consideration of the said intended marriage, and of the sum of 30000 *l.* of lawful money of *Great Britain*, to the said *Andrew Ashton* in hand paid by the said *Helena Boot*, at or before the enfealing and delivery of these presents, in full for the marriage-portion of the said *Joan Boot*, and of all portion and portions, and other provision and maintenance, legacies and bequests, sum and sums of money whatsoever, which at any time or times heretofore have or hath been provided, appointed or agreed to be raised for or for the benefit of her the said *Joan Boot*, by any deed, settlement or will, or otherwise howsoever, the receipt and payment of which said sum of 30000 *l.* he the said *Andrew Ashton* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Helena Boot*, her heirs, executors and administrators, and every of them for ever by these presents, and for providing a jointure of 3000 *l.* per annum by way of rent-charge for the said *Joan Boot* for her life, in such manner as is herein after mentioned, in case she shall, after the said intended marriage had, survive and overlive the said *Andrew Ashton* her intended husband; and for settling and assuring the manors, rectories, advowsons, messuages, lands, tenements, and hereditaments herein after mentioned to be hereby granted and released, unto such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes, powers,

powers, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same respectively; and for and in consideration of the sum of 10 s. of like money, to the said *Andrew Ashton* in hand paid by the said *Barnard Boot* and *Charles Cow*, at or before the enfealing and delivery of these presents (the receipt whereof is hereby acknowledged) he the said *Andrew Ashton* hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said *Barnard Boot* and *Charles Cow*, their heirs and assigns, all those the manors or lordships of *Killam*, *Longham* and *Marham*, with the rights, members and appurtenances thereof, or to them, every or any of them belonging or in any wise appertaining, in the county of *Norfolk*; and all that the advowson of the parish-church of *Longham* in the said county of *Norfolk*; and all that the manor or lordship of *Overton*, with the rights, members and appurtenances to the same belonging or in any wise appertaining, in the said county of *Norfolk*; and all messuages, cottages, mills, lands, tenements and hereditaments whatsoever to the said manors or any of them belonging or appertaining, or accepted, reputed or taken as part, parcel or member of them or any of them, with their and every of their appurtenances; and all other the manors, messuages, cottages, mills, houses, farms, lands, tenements, tithes and hereditaments of him the said *Andrew Ashton*, or whereof or wherein he, or any person or persons in trust for him, is or are seised of any estate of freehold or inheritance in possession, reversion, remainder or expectancy, situate, lying, being, coming, growing, arising, happening or renewing within the towns, townships, hamlets, parishes, fields, precincts or territories of *Killam*, *Longham*, *Padbury*, *Quare*, *Racton* and *Samford*, every or any of them in the said county of *Norfolk*; and all those the manors or lordships of *Tanfield* and *Uston*, and every part and parcel of them, and either of them, with their and every of their rights, royalties, members and appurtenances, situate, lying and being in the parish of *Tanfield* in the said county of *Norfolk*; and all that the advowson of the vicarage of the church of *Tanfield* in the same county; and all other the manors, messuages, lands, tenements and hereditaments whatsoever of the said *Andrew Ashton*, or whereof or wherein he or any person or persons in trust for him is or are seised of any estate of freehold or inheritance in possession, reversion, remainder or expectancy, situate, lying and being in *Tanfield* aforesaid, or elsewhere in the said county of *Norfolk* (other than and except out of these presents, and the grant and conveyances hereby made, all those four messuages, tenements or farms, with their appurtenances, now or late or some time in the several tenures or occupations of *Walter Wells*, *Zouch Zell*, *Abel Abbot* and *Bruen Belt*, or some of them, their or some of their under-tenants or assigns, being part or parcel, or reputed to be part or parcel of the said manor of *Uston* in the said parish of *Tanfield*); and also all that the manor of *Bourn*, &c. [here

The grant and release.

The parcels;

with exception.

follow

follow more parcels, and their counties, &c.] and also that capital messuage or mansion-house called *Cleydon*, with the appurtenances, situate and being in *Cleydon*, *Dundry* and *Ebney*, or some or one of them in the counties of *Cardigan* and *Devon*, or one of them; and all those the manors or lordships of *Cleydon*, *Fernill cum Grove*, *Fernill and Grove*, and *Fernill Parva*; and all that park called *Cleydon park*, and all that other park there called *Harham park*, and all other the messuages, cottages, mills, lands, tenements, meadows, pastures, woods, wood-grounds, rents and hereditaments of the said *Andrew Ashton*, situate, lying or being in *Cleydon*, *Fernill Parva*, *Grove*, *Fernill Magna*, *Ebney*, *Ifield*, *Dundry*, *Kawton*, *Leam*, *Myxon*, *Newbold* and *Olton*, or in any of them, or elsewhere in the said counties of *Cardigan* and *Devon*, or either of them, to the said capital messuage called *Cleydon*, or to the said last mentioned manors and parks, or any of them belonging or in any wise appertaining, or therewith held or enjoyed, or reputed or taken to be part, parcel or member of them, or any of them; and also all that the manor or lordship of *Leam*, with the rights, members and appurtenances thereof, in the said county of *Cardigan*, and all those farms in *Padborn* within the said lordship of *Leam* [here more parcels] and all that water-mill and messuage thereunto belonging, commonly called or known by the name of *Quenby mill*, with the appurtenances, situate and being in the parish of *Ifield* in the said county of *Devon* [here follow more parcels]; and also all that the hundred of *Ramsay* in the county of *Suffolk*, and all those the manors or lordships of *Thorpe* and *Tatton* in the said county of *Suffolk*, with the rights, members and appurtenances thereof, or to them or either of them belonging or in any wise appertaining; and all other the manors, messuages, lands, tenements and hereditaments of him the said *Andrew Ashton*, situate, lying or being in *Thorpe*, *Tatton* and *Usworth*, or any of them, or elsewhere in the said county of *Suffolk*; and all and singular other the manors, messuages, cottages, mills, houses, lands, tenements, meadows, pastures, woods, wood-grounds, rectories, tithes and hereditaments whatsoever of him the said *Andrew Ashton*, or whereof or wherein he or any person or persons in trust for him have or hath any estate of freehold or inheritance, in possession, reversion, remainder or expectancy situate, lying or being, arising, happening, renewing or increasing, within the said several towns, parishes, hamlets, fields, precincts or territories of *Cleydon*, *Fernill Parva*, *Grove*, *Fernill Magna*, *Ebney*, *Ifield*, *Dundry*, *Leam*, *Newbold* and *Olton*, and in every or any of them in the said counties of *Cardigan* and *Devon*, or either of them, or of *Thorpe*, *Tatton* and *Usworth*, or elsewhere in the said hundred of *Ramsay* in the said county of *Suffolk*, or of *Westbury* in the county of *York*, or elsewhere in the said counties of *Devon*, *Cardigan*, *Suffolk* and *York*, or any of them, with their and every of their rights, royalties, members and appurtenances (other than and except the manor of *Anley* with the appurtenances, and all other the

Exception of a
manor, &c.

the lands and hereditaments of the said *Andrew Ashton* in the parish of *Anley* in the county of *Devon*, and also except the rectory of *Myxon* with the appurtenances in the said county of *Cardigan*: all which said manors, rectories, advowsons, messuages, lands, tenements, tithes, hereditaments and premises, mentioned or intended to be hereby granted and released, are now in the actual possession of the said *Barnard Boot* and *Charles Cow*, by virtue of a bargain and sale to them thereof made by the said *Andrew Ashton* for the term of one whole year, commencing from the feast-day of the annunciation of the blessed Virgin *Mary* last past before the date hereof, in consideration of 5 s. to him paid by the said *Barnard Boot* and *Charles Cow*, in and by one indenture bearing date the day next before the day of the date hereof, and made or mentioned to be made between the said *Andrew Ashton* of the one part, and the said *Barnard Boot* and *Charles Cow* of the other part (and by force of the statute for transferring uses into possession made and provided); and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both in law and equity, of him the said *Andrew Ashton*, of, in, to or out of the said manors, rectories, advowsons, messuages, lands, tenements, tithes, hereditaments and premises, mentioned or intended to be hereby granted and released, or any of them, or any part or parcel thereof (except before excepted); to have and to hold the said manors, rectories, advowsons, messuages, lands, tenements, tithes, hereditaments, and all and singular other the premises mentioned or intended to be hereby granted and released (except before excepted) with their and every of their appurtenances, unto the said *Barnard Boot* and *Charles Cow*, their heirs and assigns, to the use and behoof of the said *Andrew Ashton* and his heirs, until the solemnization of the said intended marriage; and from and after the solemnization of the said intended marriage, then to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same respectively; that is to say, as to, for and concerning all that the said hundred of *Ramsfey* in the said county of *Suffolk*, and all those the said manors and lordships of *Thorpe* and *Tatton* in the same county, with their appurtenances, and all other the said manors, messuages, lands, tenements, hereditaments and premises of him the said *Andrew Ashton*, in *Thorpe*, *Tatton* and *Usworth*, and every or any of them, or elsewhere in the said county of *Suffolk*, with their appurtenances, to the use of the said *Daniel Dukes* and *Edmund Elwell*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next ensuing, and fully to be compleat and ended, if they the said *Andrew Ashton* and *Joan Boot* his intended

General words.

Habendum

to the use of the husband in fee until the marriage.

Then, as to part,

to trustees for a term, determinable on the death of husband or wife,

wife

to raise a yearly sum for the separate use of the wife.

Her receipt to be sufficient.

And upon trust to permit the husband to take the residue of the rents, &c.

Then, as to that part, and all the rest,

to the use of the husband for life, sans waste; then to trustees, to preserve, &c.

wife shall both of them jointly so long live, upon this special trust and confidence, and to the intent and purpose that they the said *Daniel Dukes* and *Edmund Elwell*, and the survivor of them, and the executors, administrators and assigns of such survivor, shall and do yearly and every year during the same term, by and out of the rents, issues and profits of the said manors, lands and premises so to them limited for ninety-nine years, determinable as aforesaid, pay or cause to be paid, by four equal quarterly payments, on the four most usual feasts or days of payment in the year, that is to say, the feast of St. *Michael* the archangel, the birth of our Lord Christ, the annunciation of the blessed Virgin *Mary*, and the nativity of St. *John* the baptist, by even and equal portions, the yearly sum of 600 l. of lawful money of *Great Britain*, clear of all taxes and deductions whatsoever, unto the proper hands of her the said *Joan Boot*, or to such person or persons, and for such uses and purposes as she by any note or writing under her hand shall from time to time, notwithstanding her coverture, direct or appoint, for her own sole and separate use and benefit; whose receipt under her hand shall from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who shall so pay the same, for so much of the said sum of 600 l. for which such receipt shall be given; the first payment thereof to begin and be made on such of the said feasts or days of payment which shall first and next happen after the solemnization of the said intended marriage. And upon this farther trust, that they the said *Daniel Dukes* and *Edmund Elwell*, and the survivor of them, and the executors, administrators and assigns of such survivor, shall and do permit and suffer the said *Andrew Ashton*, during the continuance of the said term of ninety-nine years determinable as aforesaid, to receive and take the residue and overplus of the rents and profits of the said last mentioned manors and premises (over and above the said yearly sum of 600 l.) to and for his own use and benefit. And from and after the end, expiration, or other sooner determination of the same term, then as to, for and concerning the said manors, lands and premises therein comprized, and as to, for and concerning all other the said manors, rectories, advowsons, messuages, lands, tenements, hereditaments and premises, hereinbefore mentioned or intended to be hereby granted and released, with their appurtenances, from and immediately after the solemnization of the said intended marriage, to the use and behoof of the said *Andrew Ashton* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of the said *Barnard Boot* and *Charles Cow*, and their heirs during the life of the said *Andrew Ashton*, upon trust to support and preserve contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require, but nevertheless to permit and suffer the said *Andrew Ashton*

Ashton

Ashton and his assigns, during his life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then as to, for and concerning all those the said manors or lordships of *Killam, Longham, Marham and Overton*, and all other the said messuages, lands, tenements, hereditaments and premises, with their appurtenances, in the said county of *Norfolk* (except the said manors or lordships of *Tanfield* and *Uston*, and other the said hereditaments and premises with their appurtenances in the parish of *Tanfield* aforesaid) and also as to, for and concerning the said manor of *Bourn*, and all other the said messuages, lands, tenements, hereditaments and premises, with their appurtenances, in the said county of *Carmarthen*, to the use, intent and purpose, that immediately from and after the decease of the said *Andrew Ashton* (in case the said *Joan Boot* shall happen to survive him) she the said *Joan Boot* and her assigns shall and may yearly and every year, during the term of her natural life, have, receive and take, by and out of all the said last mentioned manors, messuages, lands, tenements, hereditaments and premises in the said counties of *Norfolk* and *Carmarthen* (except before excepted) one annuity, yearly rent or sum of 3000*l.* of lawful money of *Great Britain*, free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise; the same annuity to be in full for her jointure, and in lieu, bar and satisfaction of and for her dower and thirds at common law, which she can or may have or claim, of, in, to or out of all and every or any the manors, messuages, lands, tenements or hereditaments whereof the said *Andrew Ashton* her intended husband shall be seised during the coverture between them, and to be paid and payable to her the said *Joan Boot* and her assigns at or in the common dining-hall of *Lincoln's Inn* in the county of *Middlesex*, at the two most usual feasts or days of payment in the year, that is to say, the feasts of the annunciation of the blessed Virgin *Mary* and *St. Michael* the archangel, by even and equal portions; the first payment thereof to begin and be made on such of the same feasts or days of payment as shall next happen after the decease of the said *Andrew Ashton*. And to this farther use, intent and purpose, that if it shall happen that the said annuity, yearly rent or sum of 3000*l.* or any part thereof, shall be behind or unpaid by the space of thirty days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Joan Boot* and her assigns, into and upon all and singular the said manors, messuages, lands, tenements, hereditaments and premises, out of which the said annuity, yearly rent or sum of 3000*l.* is to be issuing as aforesaid, or into and upon any part or parts thereof, to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away and impound, and in pound to detain and keep, or otherwise to sell

Then, as to part,

(with exception of two manors in one of the counties)

that the wife may receive an annuity,

free from all taxes,

for her jointure, in bar of dower;

and on non-payment within certain days, that the may enter and distrain, &c.

or

Proviso, that on non-payment (on demand) at a farther day, she may enter and enjoy,

until satisfied,

with costs, &c.

And as to the same part,

and certain other parts,

to trustees for a term,

upon trusts after declared.

Then as to part,

or dispose thereof according to due course of law, until she or they shall be fully satisfied and paid the said annuity, yearly rent or sum of 3000 *l.* and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof at the days and times in that behalf afore-mentioned. Provided always, that in case the said annuity, yearly rent or sum of 3000 *l.* or any part thereof, shall happen to be behind or unpaid by the space of forty days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as afore said (being lawfully demanded) then and so often it shall and may be lawful to and for the said *Joan Boot* and her assigns, into and upon the said manors, messuages, lands, tenements, hereditaments and premisses, out of which the said annuity, yearly rent or sum of 3000 *l.* is to be issuing as afore said, or into and upon any part or parts thereof, in the name of the whole to enter, and the same to have, hold and enjoy, and to receive and take the rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, until she or they shall be thereby or therewith or otherwise fully satisfied and paid the said annuity, or yearly rent or sum of 3000 *l.* and all arrears thereof; and also so much thereof as shall incur and grow due during such time as she shall continue in possession of the same premisses, after such entries as afore said, together with such loss, costs, charges, damages and expences as shall be occasioned by non-payment thereof, at the days and times herein before for that purpose appointed. And as to, for and concerning the said last mentioned manors, messuages, lands, tenements, hereditaments and premisses (so charged and chargeable with the said annuity, yearly rent or sum of 3000 *l.* and such remedies for the same as afore said) and also as to, for and concerning the said hundred of *Ramsay* in the said county of *Suffolk*, and the said manors or lordships of *Thorpe* and *Tatton*, and other the said messuages, lands, tenements, hereditaments and premisses, with their appurtenances, in the said county of *Suffolk*, from and immediately after the decease of the said *Andrew Ashton*, to the use of the said *Daniel Dukes* and *Edmund Elwell*; their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of two hundred years from thence next ensuing, and fully to be compleat and ended; upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same. And from and after the end, expiration, or other sooner determination of the said term of two hundred years, then as to, for and concerning all and every the said manors, messuages, lands, tenements, hereditaments, and other the premisses with their appurtenances in the said counties of *Norfolk* and *Carmarthen* (except the said manors or lordships of *Tanfield* and *Upton*, and other the said hereditaments and premisses with their appurtenances in the said parish of *Tanfield* in the said county of *Norfolk*) to the use of the said *Frederick Fall* and

Gilbert

Gilbert Glynn, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of four hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste: upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisions and agreements as are herein after mentioned, expressed and declared of and concerning the same. And from and after the end, expiration, or other sooner determination of the said term of four hundred years, then to the use and behoof of him the said *Andrew Ashton*, and of his heirs and assigns for ever. And as to, for and concerning the said hundred of *Ramsay*, and the said manors of *Thorpe* and *Tatton*, and all other the said messuages, lands, tenements, hereditaments and premises in the said county of *Suffolk*, from and immediately after the end, expiration, or other sooner determination of the several uses and estates herein before thereof limited, and as the same shall respectively end and determine; and also as to, for and concerning the said manors or lordships of *Tanfield* and *Upton*, and other the said messuages, lands, hereditaments and premises in *Tanfield* aforesaid (other than and except the aforesaid four messuages or farms in *Tanfield* herein before mentioned to be excepted out of these presents) and also as to, for and concerning all the aforesaid manors, messuages, lands, tenements, hereditaments and premises in the said several counties of *Cardigan*, *Devon* and *York*, and every or any of them (except before excepted) with their appurtenances, from and immediately after the decease of the said *Andrew Ashton*, to the use and behoof of the first son of the body of the said *Andrew Ashton* on the body of the said *Joan Boot* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second son of the body of the said *Andrew Ashton* on the body of the said *Joan Boot* his intended wife to be begotten, and of the heirs male of the body of such second son lawfully issuing; and for default of such issue, then to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and of all and every other the son and sons of the body of the said *Andrew Ashton* on the body of the said *Joan Boot* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth; and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body always to be preferred and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use of the said *Frederick Fall* and *Gilbert Glynn*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of one thousand years from thence next ensuing, and fully to be compleat and ended, without im-

to trustees for a term, *sans waste*,

upon trusts, &c. after declared;

and then to the use of the husband in fee.

And as to other parts,

after the determination of former uses;

and as to other parts before excepted (with exception here)

and as to other parts (except as before excepted)

to the first, &c. sons of the marriage in tail male successively.

In default of such issue, to trustees for a term, *sans waste*, upon trusts after declared.

Remainder to the heirs male of the body of the husband ; remainder to one of the brothers of the husband in tail male ;

remainder to another of the brothers of the husband in tail male ; the like remainder to another brother ; remainder to the husband's right heirs.

The trust of the second term declared for the better payment of the jointure.

Powerto the trustees to raise it on non-payment within certain days,

and charges.

peachment of or for any manner of waste : upon such trust nevertheless, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared, of and concerning the same. And from and after the end, expiration, or other sooner determination of the said term of one thousand years, then to the use and behoof of the heirs male of the body of the said *Andrew Ashton* lawfully issuing ; and for default of such issue, to the use and behoof of *David Ashton* esq; (one of the brothers of the said *Andrew Ashton*) and of the heirs male of the body of the said *David Ashton* lawfully issuing ; and for default of such issue, then to the use and behoof of *Edmund Ashton* esq; (one other of the brothers of the said *Andrew Ashton*) and the heirs male of the body of the said *Edmund Ashton* lawfully issuing ; and for default of such issue, then to the use and behoof of *Francis Ashton* esq; (one other of the brothers of the said *Andrew Ashton*) and the heirs male of the body of the said *Francis Ashton* lawfully issuing ; and for default of such issue, then to the use and behoof of the said *Andrew Ashton*, and of his heirs and assigns for ever. And as to, for and concerning the aforesaid term of two hundred years herein before limited to the said *Daniel Dukes* and *Edmund Elwell*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them, in trust for the farther and better securing the payment of the said annuity, yearly rent or sum of 3000*l.* unto the said *Joan Boot* for her life, in lieu of her dower, at the days and times, and in manner aforesaid : and therefore if the same annuity or yearly rent, or any part thereof, shall happen to be behind and unpaid to her the said *Joan Boot* or her assigns, by the space of forty days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Daniel Dukes* and *Edmund Elwell*, their executors, administrators and assigns, from time to time, by and out of the rents, issues and profits of the said manors, messuages, lands, tenements, hereditaments and premisses so to them limited for two hundred years as aforesaid, or by demising, leasing or mortgaging the same premisses, or any part thereof, for all or any part of the said term of two hundred years therein, to raise, levy and pay such sum and sums of money as shall be sufficient to pay and satisfy unto her the said *Joan Boot* and her assigns, during her natural life, the said annuity, yearly rent or sum of 3000*l.* or so much thereof as shall from time to time so happen to be behind and unpaid, together also with all such costs, charges and expences as she the said *Joan Boot*, or the said *Daniel Dukes* and *Edmund Elwell*, her trustees, their executors, administrators and assigns, or any of them shall sustain, expend or be put unto, for or by reason of the non-payment thereof, at the days and times, and in manner first herein before in that behalf mentioned.

And

And upon this farther trust, that they the said last named trustees, their executors, administrators and assigns, shall and do permit and suffer such person or persons as shall for the time being be intitled to the reversion or remainder of the same manors, lands and premisses expectant on the determination of the said term of two hundred years therein, to receive and take the residue and overplus of the rents and profits thereof (over and above what shall be sufficient from time to time to pay and satisfy the said annuity, yearly rent or sum of 3000*l.* and all arrears thereof, and all costs, charges and expences attending the execution of the aforesaid trusts) to and for their own use and benefit. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that from and after the decease of her the said *Joan Boat*, and payment of all arrears which shall be then due of the said annuity, yearly rent or sum of 3000*l.* (if any such shall then happen to be) together with all costs, charges and expences attending the execution of the aforesaid trusts, then and at all times from thenceforth the said term of two hundred years, of and in the said manors, lands, hereditaments, and other the premisses therein comprized as aforesaid, or so much thereof as shall not be disposed of for the purposes aforesaid, shall cease, determine and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. And as to, for and concerning the said term of four hundred years herein before limited to the said *Frederick Fall* and *Gilbert Glynne*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same, (that is to say) that in case there shall be one or more child or children of the body of the said *Andrew Ashton* on the body of the said *Joan Boat* his intended wife begotten (besides an eldest or only son) then upon trust that they the said *Frederick Fall* and *Gilbert Glynne*, their executors, administrators and assigns shall and do, either in the life-time of the said *Andrew Ashton* with his consent, or else not till after his decease, by demise, sale or mortgage of the said manors, messuages, lands, tenements, hereditaments and premisses comprized in the said term of four hundred years, or of a competent part thereof, or by such other ways or means as they or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy such sum and sums of money for the portion and portions of all and every such child or children (not being an eldest or only son as aforesaid) as are herein after mentioned; that is to say, if but one such child, the sum of 15000*l.* of lawful money of *Great Britain*, for the portion of such only child; and if two or more such children, then the sum of 30000*l.* to be shared and divided between or amongst

And farther trust, to permit the persons intitled to enjoy, to receive the residue of the rents, &c.

Proviso to determine the second term on the death of the jointress, and payment of all arrears, &c.

The trust of the third term declared;

to raise sums for portions for younger children eventually, according as there shall be one or more.

If more to be divided as the father shall appoint.

In default of his appointment, equally.

Times of payment.

And upon trust to raise certain sums for maintenance, after the father's decease.

Different sums, according to their ages and number.

And upon farther trust,

them, in such parts and proportions as the said *Andrew Ashton*, by any writing or writings under his hand and seal attested by two or more credible witnesses, or by his last will and testament in writing, to be by him signed and published in the presence of the like number of witnesses, shall direct or appoint. And in default of such direction and appointment, then the said sum of 30000*l.* to be equally divided amongst them, share and share alike; the said portion or portions of such child or children to be paid in manner following; that is to say, to such of them as shall be a son or sons at the age of twenty-one years, and to such of them as shall be a daughter or daughters at the age of seventeen years, or day or days of marriage, which shall first happen, if such respective times of payment happen after the decease of the said *Andrew Ashton*; but if in his lifetime, then within three months after his death, and not sooner, unless by his express consent. And upon this farther trust, that they the said *Frederick Fall* and *Gilbert Glynne*, their executors, administrators and assigns shall and do, by and out of the rents, issues and profits of the said manors, lands, hereditaments, and other the premises so to them limited for four hundred years as aforesaid, raise, levy and pay such yearly sum and sums of money for the maintenance and education of such child or children (not being an eldest or only son as aforesaid) in the mean time, from the decease of the said *Andrew Ashton*, and until their portions become payable respectively as aforesaid, as are herein after mentioned; that is to say, if there shall be but one such child, then the yearly sum of 300*l.* till he or she shall attain the age of ten years; and from and after his or her said age of ten years, and until his or her portion shall become payable, the yearly sum of 600*l.* And in case there shall be two such children, and no more, then the yearly sum of 200*l.* for each of them, till they shall respectively attain their respective ages of ten years; and after they shall respectively have attained that age, and until their respective portions shall become payable, the yearly sum of 300*l.* for each of them; and in case there shall be three or more such children, then the yearly sum of 150*l.* for each of them, till they shall respectively attain their respective ages of twenty-one years; and after they shall have respectively attained that age, and until their respective portions shall become payable, the yearly sum of 300*l.* for each of them; such yearly sum or sums for maintenance to be paid to such younger child or children respectively at the four most usual feasts or days of payment in the year; that is to say, the feasts of the annunciation of the blessed Virgin *Mary*, the nativity of St. *John* the baptist, St. *Michael* the archangel, and the birth of our Lord Christ, by even and equal portions; the first payment thereof to be made at such of the said feasts or days of payment as shall first and next happen after the decease of the said *Andrew Ashton*. And upon this farther trust, that they the said *Frederick Fall* and *Gilbert Glynne*, their executors, administrators and assigns shall and do, until
some

some one of the said portions shall become payable, permit and suffer such person or persons, to whom the next and immediate reversion or remainder of the same premises expectant upon the said term of four hundred years shall for the time being belong or appertain by virtue of these presents, to receive and take the residue and overplus of the rents, issues and profits of the same premises, over and above so much thereof as shall be from time to time paid or become payable, for the maintenance and education of such child or children as aforesaid. Provided always, that in case any of the same children being a son or sons shall happen to die before the age of twenty-one years, or being a daughter or daughters, before the age of seventeen years or marriage, then the portion or portions of such of them so dying shall go and be paid unto and be equally divided amongst the survivors or survivor of them, when the original portion or portions of such surviving child or children shall become payable as aforesaid; so as no one such child shall have above 15000*l.* for his or her portion. Provided also, that in case all the same children shall happen to die before such their said respective age or marriage as aforesaid, then and in such case the said monies so to be raised for their portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the benefit of the person or persons next in reversion or remainder of the premises, and so much thereof as shall be then raised shall be paid to the same person or persons. Provided also, that no such demise, sale or mortgage as aforesaid shall be made of the same manors, messuages, lands, tenements, hereditaments and premises, or of any of them, or of any part thereof, until some one of the portions of the same children shall become payable as aforesaid. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no child or children of the body of the said *Andrew Ashton* on the body of the said *Joan Boot* his intended wife to be begotten (other than an eldest or only son as aforesaid) or there being such child or children, all of them shall happen to die before such their said respective age or marriage; or in case the said sum and sums of money before limited and appointed to be raised for the portions of such children as aforesaid, and also such maintenance in the mean time and until the same portions shall become payable as aforesaid, shall be by the last named trustees, their executors, administrators or assigns, raised and levied by the ways and means in that behalf afore-mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the same premises expectant upon the said term of four hundred years, paid, or to the good-liking of the same trustees, or the survivor of them, or the executors or administrators of such survivor secured to be paid, according to the purport, true intent and meaning of these presents; then and in every or any of the said cases, and at all times from thenceforth, the said term of four hundred years, of and in the said manors, messuages,

in the meantime to permit the persons intituled to take the residue of the profits above maintenances.

Proviso for benefit of survivorship among the younger children in certain cases, and with restraint as to the sum.

Proviso, that if all die before portion payable, to sink into the land.

Proviso, no demise, &c. to be made until portion payable.

Proviso, if no portion payable

or portions, &c. paid,

or secured, the residue of the term to cease.

messuages, lands, hereditaments and premises so limited for four hundred years, or so much thereof as shall remain unfold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. And as to, for and concerning the said term of one thousand years herein before limited to the said *Frederick Fall* and *Gilbert Glynne*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, in case the said *Andrew Ashton* shall happen to die without issue male of his body on the body of the said *Joan Boot* his intended wife to be begotten, or that the issue male between them begotten shall happen to die without issue male of his or their body or bodies, and that there be issue one or more daughter or daughters of the body of the said *Andrew Ashton* on the body of the said *Joan Boot* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after, then upon trust that they the said *Frederick Fall* and *Gilbert Glynne*, their executors, administrators or assigns shall and do, either in the life-time of the said *Andrew Ashton*, with his consent, or else not till after his decease, by demise, sale or mortgage of the said manors, messuages, lands, tenements, hereditaments and premises comprized in the said term of one thousand years, or of a competent part thereof, and by and with the rents, issues and profits of the same premises, in the mean time and until such sale, over and above such part thereof as shall be applied for the maintenance and education of such daughter or daughters, as herein after is mentioned, raise and levy, or borrow and take up at interest the sum of 30000 *l.* of lawful money of *Great Britain*, for the portion and portions of all and every such daughter and daughters; the same to be paid in manner following; that is to say, if but one such daughter, then the said whole sum of 30000 *l.* to be paid to such only daughter; and if two or more such daughters, then the said sum of 30000 *l.* to be paid to and to be equally divided amongst them, share and share alike; the said portion or portions of such daughter or daughters to be paid to them respectively, as and when they shall respectively attain their respective ages of seventeen years or be married, which shall first happen, if such respective times of payment happen after the decease of the said *Andrew Ashton*; but if in his life-time, then within three months after his death, and not sooner, unless by his express consent: so always, that in case any of the said daughters shall happen to die before her or their said age of seventeen years or day of marriage as aforesaid, then the portion or portions of her or them so dying shall go and be paid to and amongst the survivors and survivor of them, equally, share and share alike

when

The trust of the fourth-term declared.

If no issue male of the marriage,

and there be a daughter, &c.

then, in the life-time of the father, with his consent, or else not till his decease, to raise (besides maintenances)

a certain sum for portions.

How and when to be paid;

with benefit of survivorship in a certain case.

when the original portion or portions of such surviving daughter or daughters shall become payable by virtue of these presents: and so also, that in case all the said daughters shall happen to die before any of them shall attain the age of seventeen years or be married, then the said sum or sums of money appointed to be raised for their portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease for the benefit of such person or persons to whom the next and immediate reversion or remainder of the premises expectant upon the said term of one thousand years shall for the time being belong, by virtue of the limitations above-mentioned; and so much thereof as shall be then raised, shall be paid to such person or persons in reversion or remainder as aforesaid. And upon this farther trust, that they the said *Frederick Fall* and *Gilbert Glynne*, their executors, administrators and assigns, shall and do, by and out of the rents, issues and profits of the said manors, messuages, lands, tenements, hereditaments and premises so to them limited for one thousand years as aforesaid, in the mean time, from and after the decease of the said *Andrew Ashton*, and until the said portion or portions of the said daughter or daughters shall become payable respectively as aforesaid, raise, levy and pay such yearly sum and sums of money for the maintenance and education of such daughter and daughters as are herein after-mentioned; that is to say, if there shall be but one such daughter, then the yearly sum of 400 *l.* till she shall attain her age of ten years; and from and after her said age of ten years, and until her said portion shall become payable, the yearly sum of 600 *l.* and in case there shall be two such daughters and no more, then the yearly sum of 300 *l.* for each of them, till they shall respectively attain their respective ages of ten years; and after they shall have respectively attained that age, and until their respective portions shall become payable, the yearly sum of 400 *l.* for each of them; and in case there shall be three or more such daughters, then the yearly sum of 200 *l.* for each of them, till they shall respectively attain their respective ages of ten years; and after they shall have respectively attained that age, and until their respective portions shall become payable, the yearly sum of 300 *l.* for each of them; such yearly sum or sums for maintenance to be paid to such daughter or daughters respectively at the four most usual feasts or days of payment in the year, that is to say, the feast of the annunciation of the blessed Virgin *Mary*, the nativity of St. *John* the baptist, St. *Michael* the archangel, and the birth of our Lord Christ, by even and equal portions; the first payment thereof to be made on such of the said feasts or days of payment as shall first and next happen after the decease of the said *Andrew Ashton*. And upon this farther trust, that they the said *Frederick Fall* and *Gilbert Glynne*, their executors, administrators and assigns, shall and do permit and suffer such person or persons to whom the next and immediate reversion or remainder of the premises expectant upon the said term of one thousand years shall for the time

In what case this sum to sink.

And upon farther trust (after the decease of the father) to raise maintenances, &c.

proportioned to their ages and number.

And upon farther trust, to permit the persons intitled in the mean time

to take the profits above maintenances.

Proviso, no demise, &c. to made until portion payable.

Proviso, if no such portion payable,

or if paid,

(and the maintenance)

or secured,

or lands of like value descend, or sufficient be raised to make up their portions,

this term, or the residue thereof, to cease.

being belong, by virtue of the limitations afore-mentioned, until some or one of the same portions shall become payable, to receive and take the residue and overplus of the said rents, and profits of the same premises, over and above so much thereof as shall be from time to time paid or payable for the respective maintenances and educations of such daughter and daughters. Provided always, that the said *Frederick Fall* and *Gilbert Glynne*, or the survivor of them, or the executors or administrators of such survivor, shall not demise, sell or mortgage the said manors, messuages, lands, tenements, hereditaments and premises so to them limited for one thousand years as aforesaid, or any of them, or any part thereof, until some one of the said last mentioned portions shall become payable by virtue of these presents. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such daughter or daughters of the body of the said *Andrew Ashton* on the body of the said *Joan Boot* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after; or there being such daughter or daughters, all of them shall happen to die before they or any of them shall attain the age of seventeen years or be married; or in case the said sum and sums of money before limited and appointed to be raised for such daughters portions as aforesaid, and also such maintenance in the mean time and until the same portions shall become payable as aforesaid, shall be by the said last named trustees, their executors, administrators or assigns raised, levied and paid, by the ways and means in that behalf afore-mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the same premises expectant upon the said term of one thousand years, paid, or to the good-liking of the said *Frederick Fall* and *Gilbert Glynne*, or the survivor of them, or the executors or administrators of such survivor, secured to be paid according to the purport, true intent and meaning of these presents; or in case all and every such daughter and daughters shall be preferred in marriage by the said *Andrew Ashton* in his life-time, with portions equal to or exceeding the portions hereby for them provided; or in case lands, or tenements of inheritance of like value or more shall descend or come to the said daughters by or from the said *Andrew Ashton*; or if such portions or lands be not equal in value to the portions hereby for them provided, then in case the said last named trustees, their executors, administrators or assigns, shall by the ways and means aforesaid raise and levy so much monies as shall make up the portions or value of the lands so advanced, given or left by the said *Andrew Ashton* with or to his said daughters, full so much as the said portions hereby provided for them shall amount unto; then and in any of the said cases, and at all times from thenceforth, the said term of one thousand years, of and in the said manors, messuages, lands, hereditaments, and other the premises therein comprized as aforesaid, or so much thereof as shall remain unfold and undisposed of, for the purposes

purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that whatever monies shall be raised and paid unto or for such daughter or daughters, by virtue of the aforesaid term of four hundred years, if any be, shall be accepted and taken as and in part of the monies to be raised for her or them, by virtue of the said term of one thousand years, any thing herein contained to the contrary in any wise notwithstanding. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Andrew Ashton*, from time to time during his life (without prejudice nevertheless to the raising and payment of the said yearly sums of 600 l. and 3000 l. or either of them, payable to the said *Joan Boot*, in manner and for the purposes aforesaid) to demise, lease or grant the said manors, messuages, lands, tenements, hereditaments and premises hereby or mentioned or intended to be hereby granted and released, in such manner as is herein after mentioned; that is to say, as to such part or parts of the same premises as have been usually let for lives, or years determinable upon lives, to demise or lease the same or any part thereof to any person or persons, for one, two or three life or lives, or for any term or number of years determinable on one, two or three life or lives in possession or reversion, so as there be not more than three lives in being at one and the same time in any of such leases, or for twenty-one years, or any lesser term of years, so as the ancient and accustomed rents, heriots, boons and services, or more be thereupon reserved, during the continuance of such leases respectively; and so as none of the said leases be made dispunishable of waste, by any express words therein. And as to such part or parts of the same manors, lands and premises as now are or have been usually let at rack or improved rents, to demise or lease the same, or any part or parts thereof, to any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy; so as upon every of the said last mentioned leases there be reserved and made payable, during the continuance thereof respectively, the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of fine or income, for or in respect of such lease or leases; and so as none of the same leases be made dispunishable of waste, by any express words therein; and so as in every of such leases there be contained a clause of re-entry, for non-payment of the rent or rents to be thereby respectively reserved; and so as the lessee and lessees, to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided also, and it is here-

Money paid by the third term to be taken as part of the money to be raised by this (fourth) term.

A power reserved to let leases, without prejudice, &c.

for lives, &c., with restrictions.

Ancient rents, &c.

not *sans waste*.

Rack rents for a certain number of years in possession,

without fine,

not *sans waste*.

Clause of re-entry.

Lessees to execute counterparts.

by

Power to the husband surviving, to make jointure (as to part) to any future wife;

with restriction as to the yearly value.

The husband covenants (against act of his father, mother and self) that he is seised in fee of the premises, &c.

and hath power to grant;

by farther declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Andrew Ashton*, in case he shall happen to survive and overlive the said *Joan Boot* his intended wife, at any time or times during his life, by any deed or deeds, writing or writings under his hand and seal, to be by him signed and sealed in the presence of two or more credible witnesses, to grant, limit or appoint any part or parts of the said manors, messuages, lands, tenements, hereditaments and premises in the said counties of *Norfolk* and *Cartharthen*, herein before limited to the said *Frederick Fall* and *Gilbert Glynne* for the term of four hundred years as aforesaid, or any rent-charge or rents-charge to be issuing out of the same, or any part thereof, unto any woman or women which he the said *Andrew Ashton* shall afterwards marry, either before or after such marriage, for the life or lives of such woman or women, for her or their jointure or jointures, so as such jointure or jointures do not exceed in the whole the yearly rent or value of 1500 *l.* any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Andrew Ashton* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Barnard Boot* and *Charles Cow*, their heirs, executors and administrators, in manner and form following; that is to say, that for and notwithstanding any act, matter or thing by him the said *Andrew Ashton*, or by *George Ashton* and *Hannah Ashton* his wife, late father and mother of the said *Andrew Ashton*, or by *George Ashton* his late grandfather, all deceased, or any of them, done, committed, or wittingly or willingly suffered to the contrary, he the said *Andrew Ashton* is and standeth lawfully, rightfully and absolutely seised in his demesne as of fee, of and in all and every the said manors, messuages, lands, tenements, hereditaments, and other the premises, hereby or mentioned or intended to be hereby granted and released, of a good, sure, lawful, absolute and indefeasible estate of inheritance in fee-simple, without any reversion, remainder, trust, limitation, power of revocation, use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void, lessen, incumber, or determine the same (except as is herein after excepted.) And that he the said *Andrew Ashton* (for and notwithstanding any such act, matter or thing as aforesaid) hath at the time of the enfeoffing and delivery of these presents, in himself good right, full power, and lawful and absolute authority to grant and convey the said manors, messuages, lands, tenements, hereditaments, and other the premises, with their appurtenances, unto the said *Barnard Boot* and *Charles Cow*, their heirs and assigns, unto and for the several uses, intents and purposes, upon the trusts, and under and subject to the provisos, limitations and agreements herein before mentioned, expressed and declared of and concerning the same respectively, according to the purport, true intent and meaning of these presents (except as is herein after excepted).

And

And farther, that for and notwithstanding any such act, matter or thing as aforesaid, the said manors, messuages, lands, tenements, hereditaments, and other the premises, shall or lawfully may from time to time, and at all times hereafter, remain, continue and be to and for the several uses, intents and purposes, upon the trusts, and under and subject to the provisos, limitations and agreements herein before mentioned, expressed and declared of and concerning the same, and shall and may be peaceably and quietly had, held and enjoyed accordingly; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *Andrew Ashton*, his heirs, executors or administrators well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, entails, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said *Andrew Ashton*, or the said late *George Ashton* his father, *George Ashton* his grandfather, and *Hannah Ashton* his mother deceased, or any of them, or by any other person or persons lawfully claiming or to claim, from, by or under them or any of them, or from, by or under their or any of their acts, means, assent, consent or procurement, other than and except such leases of the said manors, lands, hereditaments and premises before-mentioned, or any part thereof whereupon the improved or ancient and accustomed yearly rents are reserved and made payable, and other than and except one lease of the said manors of *Thorpe and Tatton*, and other the premises in the said county of *Suffolk*, mentioned in an indenture of five parts, bearing date on or about the twenty seventh of *March 1700.* and made or mentioned to be made between *Jahn Cow* of, &c. esq; since deceased, of the first part, the said *George Ashton*, father of the said *Andrew Ashton*, of the second part, *Kenelm Keith* esq; *Luke Lance* esq; and *Mary* his wife, and *Nathan Noy* esq; since deceased, of the third part, *Oliver Owen* of, &c. esq; since deceased, *Peter Pitts* of, &c. esq; since deceased, *Robert Owen* of, &c. esq; and *Susanna* his wife, eldest daughter of the said *Peter Pitts* of the fourth part, and *Thomas Tidd* esq; and *Walter Owen* of, &c. esq; *Vincent Veal* esq; since deceased; of the fifth part, the interest of which lease did afterwards by indorsement on the same indenture come to and vest in the said *Walter Owen* and *Vincent Veal*, their executors, administrators and assigns, in trust to attend the inheritance of the same premises; and other than and except the residue of a certain term of one thousand years, of and in the said manors of *Tanfield* and *Upton*, with their appurtenances (except the said four messuages or tenements herein before excepted, and two other messuages some time in the occupations of *Xerxes Xandon* and *Zacheus Zouch*) which by indenture bearing date the fourth of *February 1687.* and made or

and for quiet enjoyment,

free from incumbrances by them, &c.

Except leases, under certain restrictions; and except certain terms, the trusts, &c. of which are satisfied, &c.

men.

(with exception
of a sum and
certain annui-
ties) "

And except ano-
ther term for
raising a portion
for a daughter of
his former mar-
riage,

which he cove-
nants to pay,
and therefrom
to indemnify
the premises,

and to procure
this last term to
be surrendered,
&c.

The husband
covenants for
further assuran-
ces.

mentioned to be made between the said *George Ashton* deceased, father of the said *Andrew Ashton*, of the one part, and *David Ashton* of, &c. esq; *Francis Ashton* of, &c. esq; brothers of the said *George Ashton*, *Adam Ash* of, &c. esq; and *Bryon Box* of *Clayton* in the county of *Dorset* esq; of the other part, was limited to the said *Adam Ash*, *David Ashton*, *Francis Ashton* and *Bryon Box*, their executors and administrators, upon trust for payment of such annuities and sums of money to the daughters and younger sons of the said last named *George Ashton* as are therein mentioned; all which annuities and sums of money are since determined, or paid off and satisfied, except the sum of 6000 *l.* payable to *Eliza* now wife of *Frederick Folks* of, &c. esq; and the several annuities of 300 *l.* per annum apiece, payable to each of them the said *David Ashton*, *Edmund Ashton* and *Francis Ashton*, brothers of the said *Andrew Ashton*, during their respective lives; and other than and except the residue of one other term of one thousand years of and in the premises, or some part thereof, which by indenture quinquupartite bearing date the fifth day of *March* 1703. made upon or before the marriage of the said *Andrew Ashton* with *Eliza* his late wife deceased, daughter of the said *Peter Pitts*, was limited to *Guy Goss* of, &c. esq; and *Thomas Tidd* esq; their executors, administrators and assigns, in trust for raising the sum of 15000 *l.* for the portion of *Harriot Ashton*, daughter and only child now living of the said *Andrew Ashton* by the said *Eliza* his late wife, together with such maintenance for the said *Harriot Ashton*, from the decease of the said *Andrew Ashton* until her portion shall become payable, as in the said indenture quinquupartite is in that behalf directed and appointed; which said last mentioned sum of 15000 *l.* he the said *Andrew Ashton* doth hereby covenant, promise and agree to pay, satisfy and discharge, some time during the term of his natural life, and in the mean time to save, defend, keep harmless and indemnified the said last mentioned term, of one thousand years, and the manors, lands and hereditaments therein comprized, and every of them, of, from and against the said sum of 15000 *l.* and every part thereof, and upon payment thereof to cause and procure the same term to be surrendered or otherwise to be assigned to attend the inheritance of the said premises therein comprized, and to be subservient to the uses, trusts and estates herein limited, expressed or declared of or concerning the same respectively. And the said *Andrew Ashton* doth hereby for himself, his heirs, executors and administrators farther covenant, promise, grant and agree, to and with the said *Barnard Boot* and *Charles Cow*, their heirs, executors and administrators, that he the said *Andrew Ashton* and his heirs, and all and every other person or persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, of, in, to or out of the said manors, messuages, lands, tenements, hereditaments and premises, hereby or mentioned or intended to be hereby granted and released, or any of them, or any

part thereof, from, by or under, or in trust for him, them, or any of them, or from, by or under the said *George Ashton* his grandfather, and *George Ashton* and *Hannah* his wife, his late father and mother, deceased, or any of them (other than and except the persons whose estates or interests are herein before excepted, for and in respect only of such their excepted estates and interests) shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *Barnard Boot* and *Charles Cow*, or the survivor of them, or the heirs, executors or administrators of such survivor, but at the costs and charges in the law of the said *Andrew Ashton*, his heirs, executors or administrators, make, do and execute, or cause and procure to be made, done and executed, all and every such farther and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, be it by fine, feoffment, common recovery, or otherwise howsoever, for the farther, better, more perfect and absolute granting, conveying and assuring of the said manors, messuages, lands, tenements, hereditaments, and other the premises, hereby or mentioned or intended to be hereby granted and released, with their appurtenances, unto and for such uses, intents and purposes, upon such trusts, and under and subject to such provisoes, limitations and agreements as are herein mentioned, expressed and declared of and concerning the same respectively, as by the said *Barnard Boot* and *Charles Cow*, or the survivor of them, or the heirs, executors or administrators of such survivor, or their or any of their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable, for making or doing thereof, to go or travel above five miles from his or their then respective dwellings or places of abode. Provided lastly, and it is hereby farther declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that it shall and may be lawful to and for the said *Andrew Ashton*, at any time or times hereafter during his life, by any writing or writings under his hand and seal, attested by three or more credible witnesses, or by his last will and testament in writing, to be by him signed, sealed and published in the presence of the like number of witnesses, to revoke, alter, make void, or change all and every or any the use and uses, estate and estates, herein and hereby before limited, or mentioned or intended to be limited to the heirs male of the body of him the said *Andrew Ashton*, or to the said *David Ashton*, *Edward Ashton* and *Francis Ashton*, his brothers, respectively, and to the several and respective heirs male of their several and respective bodies as aforesaid, of and in such of the said manors, messuages, lands, tenements, hereditaments and premises

A power of revocation reserved to the husband, as to certain of the above remainders.

misses as are so to them herein before limited as aforesaid, or of and in any part or parcel thereof, at his the said *Andrew Astton's* free-will and pleasure, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

No. 4.

A marriage-settlement, in which the father of the intended husband joins, the lady's portion being paid to him. A rent-charge, tax-free for a jointure, in bar of dower: part limited to the father for life, remainder to his wife for life, &c. Several terms of different parts created, for better securing the jointure; to indemnify against portions of the husband's uncles; to raise portions for younger children; or for daughters, if no son. Proviso for ceasing terms, &c. on unusual contingencies. Power to make a jointure to a future wife. Leasing powers, and good covenants.

The parties.

Recital of the intended marriage.

In consideration thereof, and of money paid to the husband's father,

THIS indenture quinquupartite, made the second day of *August* anno Domini 1723. and in the ninth year of the reign of our sovereign lord *George*, &c. between *Sir Arthur Axby* of *Bow* in the county of *Cambridge* bart. and *Arthur Axby* esq; son and heir apparent of the said *Sir Arthur Axby* by dame *Dorothy* his now wife, of the first part, *Ezekiel Ewden* of, &c. esq; and *Flora Ewden* spinster, one of the daughters of the said *Ezekiel Ewden*, of the second part, *Guy Gill* of *Ham* in the said county of *Cambridge* esq; and *Jeffery Judd* of *Kincott* in the city of *Lincoln* esq; of the third part, *Martin May* esq; son and heir apparent of *Nicholas May* of *Oldham* in the county of *Pembroke* esq; and *Ralph Rood* of *Sawton* in the county of *Warwick* esq; of the fourth part, and *Zouch Zedd* of *Aeton* in the county of *Bedford* esq; and *Caleb Cox* of the parish of *Dunstable* in the county of *Dorset* merchant, of the fifth part. Whereas a marriage is intended, by the permission of God, to be shortly had and solemnized between the said *Arthur Axby* the son, and the said *Flora Ewden*: now this indenture witnesseth, that for and in consideration of the said intended marriage, and of the sum or value of 6000*l.* of lawful money of *Great Britain*, in monies or securities for monies to the said *Sir Arthur Axby* (with the consent and agreement of the said *Arthur Axby* the son, testified by his being a party to, and his sealing and delivery of these presents) paid or transferred by the said *Ezekiel Ewden* and *Flora Ewden*, or one of them, at or before the enfeoffing and delivery hereof, in full for the marriage-portion of her the said *Flora Ewden*, the receipt and pay-
ment

ment of which said sum of 6000*l.* in manner aforesaid, he the said Sir *Arthur Axby* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Ezekiel Ewden* and *Flora Ewden*, and each of them, their and each of their executors and administrators for ever by these presents, and for providing a jointure of 600*l.* per annum by way of rent-charge, free of taxes, for the said *Flora Ewden* for her life, in case she shall, after the said intended marriage had, happen to survive and over-live the said *Arthur Axby* her intended husband; and for settling and assuring the manor, messuages, farms, lands, tenements and hereditaments herein after mentioned to be hereby granted and released, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same respectively. And for and in consideration of the sum of 10*s.* of lawful money of Great Britain, to the said Sir *Arthur Axby* and *Arthur Axby* the son in hand paid by the said *Guy Gill* and *Jeffrey Judd*, at or before the enfeoffing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said Sir *Arthur Axby* and *Arthur Axby* the son have, and each of them hath granted, bargained, sold, released, confirmed, limited and appointed, and by these presents do, and each of them doth grant bargain, sell, release, confirm, limit and appoint, unto the said *Guy Gill*, and *Jeffrey Judd*, their heirs and assigns, all that the manor or lordship of *Foston* in the said county of *Cambridge*, with the rights, members and appurtenances thereof, or by whatsoever other name or names the same manor is called or known; and all those messuages, houses, farms, lands, tenements and hereditaments of them the said Sir *Arthur Axby* and *Arthur Axby*, or either of them, situate, lying or being within the town, parish, fields, precincts or territories of *Foston* in the said county of *Cambridge*, and herein after particularly mentioned; that is to say, all that farm, and the lands and hereditaments thereunto belonging, or therewith used or enjoyed, late or some time in the occupation of Sir *George Axby*, late father of the said Sir *Arthur Axby*; his lessees or under-tenants, and commonly called or known by the name of *Kedley farm*; and all that farm, and the lands and hereditaments thereunto belonging, or therewith used, late or some time in the holding or occupation of *John Ford*; and all that farm, and the lands and hereditaments thereunto belonging, or therewith used, late or some time in the holding or occupation of *Kenedy Keck*, his lessees or under-tenants; [here follow more parcels] and all that cottage, with the lands and hereditaments thereunto belonging or therewith used, late or some time in the holding or occupation of *Latitia Lane*, her lessees or under-tenants; and all that cottage, with the lands and hereditaments thereunto belonging, or therewith used, late or some time in the occupation of *Maud Monk*, her lessees or under-tenants [here follow more parcels]; and also all those messuages,

and for providing a jointure by way of rent-charge,

and for settling a manor, &c.

The father and son grant, &c.

The parcels.

messuages, houses, farms, lands, tenements and hereditaments of them the said Sir *Arthur Axby* and *Arthur Axby*, or either of them, situate, lying or being in *Netham* in the said county of *Cambridge*, and herein after particularly mentioned or expressed; that is to say, all that farm, and the lands and hereditaments thereunto belonging, or therewith used or enjoyed, late or some time in the holding or occupation of *Oliver Orden* the elder, his lessees or under-tenants; and all that farm, and the lands and hereditaments thereunto belonging, or therewith used or enjoyed, late or some time in the holding or occupation of *Paul Peters*, his lessees or under-tenants [*here follow more parcels*] and also all those messuages, houses, farms, lands, tenements and hereditaments, with the appurtenances, of them the said Sir *Arthur Axby* and *Arthur Axby*, or either of them, situate, lying or being in the town, parish, fields, precincts or territories of *Bow* in the said county of *Cambridge*, herein after particularly mentioned; that is to say, all that farm, and the lands and hereditaments thereunto belonging, or therewith used or enjoyed, late or some time in the holding or occupation of *Richard Rock*, his lessees or under-tenants; and all that farm, and the lands and hereditaments thereunto belonging, or therewith used or enjoyed, late or some time in the holding or occupation of *Simon Strut*, his lessees or under-tenants [*here follow more parcels*]; and all that windmill, with the appurtenances, late or some time in the holding or occupation of *Timothy Tall* his lessees or under-tenants; and all that messuage, farm and orchard, with the appurtenances, late or some time in the holding or occupation of *Ursula Upton*, her lessees or under-tenants; and all that messuage, with the appurtenances, late or some time in the holding or occupation of *Winefred Strut*, her lessees or under-tenants [*here follow more parcels*]; and all other the manors, messuages, farms, lands, tenements and hereditaments whatsoever of them the said Sir *Arthur Axby* and *Arthur Axby*, or either of them, or whereof or wherein they or elther of them, or any person or persons in trust for them or either of them is or are seised of any estate of freehold or inheritance in possession, reversion, remainder or expectancy, situate, lying or being in *Foston*, *Netham*, *Bow* and *Abcot*, every or any of them, in the said county of *Cambridge*, or elsewhere in the same county, and in *Cokwell* in the county of *Hertford*, with their and every of their rights, royalties, members and appurtenances: all which said manors, messuages, farms, lands, tenements, hereditaments and premisses are now in the actual possession of the said *Guy Gill* and *Jeffrey Judd*, by virtue of a bargain and sale to them thereof made by the said Sir *Arthur Axby* and *Arthur Axby* for the term of one whole year, in consideration of 5 s. to them paid by the said *Guy Gill* and *Jeffrey Judd*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided, and the reversion and reversions,

reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both in law and equity, of them the said Sir *Arthur Axby* and *Arthur Axby*, and of each or either of them, of, into or out of the said manors, messuages, farms, lands, tenements, hereditaments and premises; or any of them, or any part or parcel thereof; to have and to hold the said manors, messuages, farms, lands, tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said *Guy Gill* and *Jeffrey Fudd*, their heirs and assigns, to the use of the said Sir *Arthur Axby* and *Arthur Axby*, according to their several and respective estates and interests therein, at the time of, or immediately before the execution of these presents, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, powers, limitations and agreements as are herein after-mentioned, expressed and declared of and concerning the same premises respectively; that is to say, as to, for and concerning the said manor or lordship of *Foston*, with the appurtenances, and all other the said messuages, farms, lands, tenements, hereditaments and premises herein before mentioned to be situate, lying or being in *Foston*, *Netham* and *Abcot* aforesaid, every or any of them, with their appurtenances (being together of the yearly value of 800*l.* over and above the yearly fee-farm rent, or sum of 60*l.* payable out of the said manor, lands and premises in *Foston* aforesaid) to the use and behoof of the said *Arthur Axby* the son and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of the said *Guy Gill* and *Jeffrey Fudd*, and their heirs, during the life of the said *Arthur Axby* the son, upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require, but nevertheless to permit and suffer the said *Arthur Axby* the son and his assigns during his life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then to the use, intent and purpose that she the said *Flora Ewden* and her assigns (in case she shall happen to survive the said *Arthur Axby* her intended husband) shall and may yearly and every year, during the term of her natural life, have, receive and take, by and out of the said manor, messuages, farms, lands, tenements, hereditaments and premises last mentioned, one annuity, yearly rent or sum of 600*l.* of lawful money of *Great Britain*, free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise, the same annuity to be in full for her jointure, and in lieu, bar and satisfaction

Habendum

after the marriage,

as to part.

to the use of the son (the intended husband) for life, *sans waste*.
Then to trustees, to support, &c.

Then that the wife may receive an annuity,

Tax-free, for her jointure, in bar of dower;

to be paid half-yearly.

On non-payment within certain days she may distrain, &c.

And on non-payment at a farther day, that she may enter and enjoy until, &c.

fraction of and for her dower and thirds at common law, which she can or may have or claim, of, in, to or out of all and every of any the manors, messuages, lands, tenements or hereditaments, whereof the said *Arthur Axby* her intended husband shall be seised during the coverture between them; and to be paid and payable to her the said *Flora Ewden* and her assigns at the two most usual feasts or days of payment in the year, that is to say, the feasts of the annunciation of the blessed Virgin *Mary* and St. *Michael* the archangel, by even and equal portions; the first payments thereof to begin and be made on such of the same feasts or days of payment as shall next happen after the decease of the said *Arthur Axby* her intended husband. And to this farther use, intent and purpose, that if it shall happen that the said annuity, yearly rent or sum of 600*l.* or any part thereof, shall be behind or unpaid by the space of twenty-eight days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Flora Ewden* and her assigns, into and upon all and singular the said manor, messuages, farms, lands, tenements, hereditaments and premises, out of which the said annuity, yearly rent or sum of 600*l.* is to be issuing as aforesaid, or into and upon any part thereof to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away and impound, and in pound to detain and keep, or otherwise to sell or dispose thereof, according to due course of law, until she or they shall of the said annuity, yearly rent or sum of 600*l.* and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof at the days and times in that behalf afore mentioned, be fully satisfied and paid. Provided always, that in case the said annuity, yearly rent or sum of 600*l.* or any part thereof, shall happen to be behind or unpaid by the space of forty days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded) then and so often it shall and may be lawful to and for the said *Flora Ewden* and her assigns, into and upon the said manor, messuages, farms, lands, tenements, hereditaments and premises, out of which the said annuity, yearly rent or sum of 600*l.* is to be issuing as aforesaid, or into and upon any part thereof, in the name of the whole to enter, and the same to have, hold and enjoy, and to receive and take the rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, until she or they shall be thereby or therewith, or otherwise fully satisfied and paid the said annuity, yearly rent or sum of 600*l.* and all arrears thereof, and also so much thereof as shall incur and grow due during such time as she shall continue in possession of the same premises, after and by reason of such entry as aforesaid, together with such costs, charges, damages and expences as shall be occasioned by non-payment thereof at the days and times herein before for that purpose appointed.

appointed. And as to, for and concerning the said manor, messuages, farms, lands, tenements, hereditaments and premises last mentioned (so charged and chargeable with the said annuity, yearly rent or sum of 600 l. and such remedies for the same as aforesaid) from and immediately after the decease of the said *Arthur Axby* the son, to the use of the said *Martin May* and *Ralph Road*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next ensuing, and fully to be compleat and ended; upon such trusts nevertheless, and to and for such intents and purposes as are herein after-mentioned, expressed and declared of and concerning the same. And as to, for and concerning all and every the said messuages, farms, lands, hereditaments and premises in *Bow* and *Colwell* aforesaid in the said county of *Hertford* (except the said farms, lands and hereditaments in *Bow* aforesaid, late or some time in the respective holdings or occupations of the said *James Jones* and *Kenrick King*, or their respective lessees or under-tenants) from and immediately after the solemnization of the said intended marriage, to the use and behoof of the said *Sir Arthur Axby* and his assigns, for and during the term of his natural life, without impeachment of waste; and from and after his decease, to the use and behoof of the said dame *Dorothy Axby* his now wife, for and during the term of her natural life, in confirmation of her jointure, and in lieu, bar and full satisfaction of her dower and thirds at common law. And as to, for and concerning the said messuages, farms, lands, hereditaments and premises in *Endy* and *Abcot* aforesaid, or any of them in the said county of *Cambridge*, and in *Colwell* aforesaid, in the said county of *Hertford*, and the said excepted farms, lands and hereditaments in *Bow* aforesaid, late or some time in the respective holdings or occupations of the said *James Jones* and *Kenrick King*, or their respective lessees or under-tenants, from and immediately after the solemnization of the said intended marriage, to the use of the said *Martin May* and *Ralph Road*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of four hundred years, from thence next ensuing and fully to be compleat and ended, without impeachment of waste: upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after-mentioned, expressed and declared of and concerning the same. And from and after the end, expiration, or other sooner determination of the said term of four hundred years, and subject thereto, then to the use and behoof of the said *Arthur Axby* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste. And as to, for and concerning all and every the said messuages, farms, lands, tenements, hereditaments and premises in *Bow* and *Abcot* aforesaid, every or any of them in the said county of *Cambridge*; and in *Cumley* and *Colwell* aforesaid, or

Remainder to the trustees for a term of years (subject to the jointure) upon trusts after declared, &c.

And as to other part (with exception)

to the use of the father for life, sons waste; then to his wife for life

And as to other part, and the before excepted parcels;

to trustees for a term, sons waste, upon trusts after declared and subject thereto

To the use of the father for life, sons waste.

And as to the other parts

either

to the use of the
husband for life,
sans waste;

then to trustees,
to support, &c.

And as to the
whole (subject
as before)

to trustees for a
term,

sans waste,
upon trusts after
declared;

then to the use
of the first and
other sons of
the marriage
successively in
tail male.

either of them in the said county of *Hertford*, from and immediately after the end, expiration, or other sooner determination of the said several and respective uses and estates herein before thereof respectively limited, and as the same shall respectively end and determine, to the use and behoof of the said *Arthur Axby* the son, for and during the term of his natural life, without impeachment of or for any manner of waste. And from and after the determination of that estate, then to the use and behoof of the said *Guy Gill* and *Jeffrey Judd*, and their heirs, during the life of the said *Arthur Axby* the son, upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require, but nevertheless to permit and suffer the said *Arthur Axby* the son and his assigns, during his life, to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit. And as to, for and concerning all and every the said manor, messuages, farms, lands, tenements and premises, hereby or mentioned or intended to be hereby granted and released, from and immediately after the end, expiration, or other sooner determination of the said several and respective uses and estates herein before thereof respectively limited, and as the same shall respectively end and determine, to the use of the said *Zouch Zedd* and *Caleb Cox*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of six hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste: upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisions and agreements as are herein after mentioned, expressed and declared of and concerning the same. And from and after the end, expiration, or other sooner determination of the said term of six hundred years, then to the use and behoof of the first son of the body of the said *Arthur Axby* on the body of the said *Flora* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second son of the body of the said *Arthur Axby* on the body of the said *Flora* his intended wife to be begotten, and of the heirs male of the body of such second son lawfully issuing; and for default of such issue, then to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and of all and every other the son and sons of the body of the said *Arthur Axby* on the body of the said *Flora* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body issuing always to be preferred and to take before the younger of such son and

and sons, and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use of the said *Guy Gill* and *Jeffrey Judd*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of one thousand years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste: upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same. And from and after the end, expiration, or other sooner determination of the said term of one thousand years, then to the use and behoof of the heirs male of the body of the said *Arthur Axby* the son lawfully issuing; and for default of such issue, then to the use and behoof of the said *Sir Arthur Axby* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after his decease, then to the use and behoof of *Luke Axby* esq; (second son of the said *Sir Arthur Axby*) and of the heirs male of the body of the said *Luke Axby* lawfully issuing; and for default of such issue, then to the use and behoof of *George Axby* esq; (third son of the said *Sir Arthur Axby*) and of the heirs male of the body of the said *George Axby* lawfully issuing; and for default of such issue, then to the use and behoof of *Mark Axby* (fourth son of the said *Sir Arthur Axby*) for and during the term of his natural life (charged and chargeable nevertheless with, and subject and liable to the payment of one annuity, yearly rent or sum of 300*l.* of lawful money of *Great Britain*, unto *Noah Axby* esq; (fifth son of the said *Sir Arthur Axby*) during the life of the said *Mark Axby*; the same annuity to be paid and payable on the two most usual feasts or days of payment in the year, that is to say, the feasts of the annunciation of the blessed *Virgin Mary* and *St. Michael* the archangel, by even and equal portions; the first payment thereof to begin and to be made on such of the same feasts as shall first and next happen after he the said *Mark Axby* shall come to, and be in the actual possession of the premises, or any part thereof, by virtue of these presents; and after the decease of the said *Mark Axby*, then to the use and behoof of the said *Noah Axby*, and of the heirs male of his body lawfully issuing; and for default of such issue, then to the use and behoof of the said *Sir Arthur Axby*, and of his heirs and assigns for ever. And as to, for and concerning the said term of ninety-nine years, herein before limited to the said *Martin May* and *Ralph Rood*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them, in trust for the farther and better securing the payment of the said annuity, yearly rent or sum of 600*l.* to the said *Flora Euden* and her assigns for her life, in lieu of her dower, at the days and times, and in manner aforesaid. And therefore if the same annuity or yearly

Remainder to trustees for a term, *sans waste*.

upon trusts after declared;

Remainder to the heirs male of the body of the husband; remainder to the father for life, *sans waste*; remainder to his second son in tail male; remainder to his third son in tail male;

remainder to his fourth son for life, subject to an annuity for his fifth son;

remainder to the fifth son in tail male;

remainder in fee to the father.

The trust of the first term declared,

for the better securing the ment of the annuity to the wife.

And by demise,
&c. to raise the
same, &c.

And to permit
persons entitled
to take the rest
of the profits.

Proviso for the
ceasing of this
term.

rent, or any part thereof, shall happen to be behind and unpaid to her the said *Flora Ewden* or her assigns, by the space of forty days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Martin May* and *Ralph Rood*, their executors, administrators and assigns, from time to time, by and out of the rents, issues and profits of the said messuages, farms, lands, tenements and hereditaments so to them limited for ninety-nine years as aforesaid, or by demise, leasing or mortgaging the same premises, or any part thereof, for all or any part of the said term of ninety-nine years therein, or by such other ways or means as to them the said *Martin May* and *Ralph Rood*, their executors, administrators or assigns, shall seem meet, to raise and levy such sum and sums of money as shall be sufficient from time to time to pay and satisfy unto her the said *Flora Ewden* and her assigns, during her natural life, the said annuity, yearly rent or sum of 600*l.* or so much thereof as shall from time to time so happen to be in arrear and unpaid, together with all such costs, charges, damages and expences as she the said *Flora Ewden*, or the said *Martin May* and *Ralph Rood*, their executors, administrators or assigns, or any of them shall sustain, expend or be put unto, for or by reason of the non-payment thereof at the days and times, and in manner first herein before in that behalf mentioned, and shall and do pay, apply and dispose of the same accordingly. And upon this farther trust, that they the said *Martin May* and *Ralph Rood*, their executors, administrators and assigns, shall and do permit and suffer such person or persons as for the time being shall be next in reversion or remainder of the said last mentioned premises expectant upon the said term of ninety-nine years, to receive and take the residue and overplus of the rents, issues and profits of the same premises (over and above so much thereof as shall be sufficient from time to time to pay and satisfy the said annuity or yearly sum of 600*l.* and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof at the days and times, and in manner herein before in that behalf mentioned) to and for his and their own use and benefit. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that from and after the decease of the said *Flora Ewden*, and payment of all arrears which shall be then due of the said annuity or yearly sum of 600*l.* (if any such shall then happen to be) together with all costs, charges, damages and expences attending the execution of the aforesaid trusts; then and at all times from thenceforth the said term of ninety-nine years, of and in the said last mentioned premises, or so much thereof as shall remain undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary notwithstanding. And whereas some part of the said messuages, farms, lands, tenements, hereditaments and

and premises in *Foston* aforesaid, were by indenture quinquepartite bearing date the fourth day of *October* 1693, made upon the marriage of the said Sir *Arthur Axby* with the said dame *Dorothy* his now wife, limited to *Owen Owen* and *Philip Owen*, esqs; their executors, administrators and assigns, for the term of five hundred years, in trust for the raising and paying of the sum of 3000*l.* unto or for the benefit of *George Axby*, *Robert Axby* and *Samuel Axby*, younger brothers of the said Sir *Arthur Axby*, at such times and in such manner as in the same indenture are mentioned and appointed, which said sum of 3000*l.* hath been since raised and levied by mortgage of the said term of five hundred years of and in the premises therein comprized, or some part thereof, and which said mortgage is yet subsisting and standing out; and whereas it hath been agreed by and between all the said parties to these presents, that in consideration of the premises, the said messuages, farms, lands, tenements, hereditaments and premises in *Foston* aforesaid, comprized in the said term of five hundred years, should by the said term of four hundred years, and the premises therein comprized, be saved harmless and indemnified of and from the aforesaid sum of 3000*l.* and all interest due or hereafter to grow due for the same, and every or any part thereof, not only during the joint lives of them the said Sir *Arthur Axby* and *Arthur Axby*, but also during the life of the said *Flora Ewden*, in case she shall after the said intended marriage had happen to survive and over-live the said *Arthur Axby* her intended husband: now therefore, for the purpose aforesaid, it is hereby declared and agreed, by and between all the said parties to these presents, that the said term of four hundred years herein before limited to the said *Martin May* and *Ralph Rood*, their executors, administrators and assigns as aforesaid, is so limited to them upon this special trust and confidence, and to the intent and purpose that they the said *Martin May* and *Ralph Rood*, their executors, administrators and assigns, shall and do by sale or mortgage of the said messuages, lands, tenements and hereditaments comprized in the said term of four hundred years, or any part thereof, or by and with the rents and profits of the same premises, in the mean time and until such sale, raise and levy such sum and sums of money as shall be sufficient to pay and satisfy all such loss, costs, charges, damages and expences as the said *Arthur Axby*, during the joint lives of him and the said Sir *Arthur Axby*, or the said *Flora Ewden*, in case she survive the said *Arthur Axby*, or either of them shall sustain or be put unto, by reason of the said 3000*l.* or the interest thereof, due or to grow due for the same, and shall and do pay and apply the same accordingly. And upon this farther trust, that they the said *Martin May* and *Ralph Rood*, their executors, administrators and assigns, shall and do, subject to the trust herein before declared concerning the said term of four hundred years, permit and suffer the said Sir *Arthur Axby*, or such other person or persons to whom the next and immediate reversion or remainder of the same premises expectant on the said

Recital of a term created on the father's marriage,

for raising a sum for his younger brothers,

which has been raised by a mortgage still subsisting.

And that 'tis agreed that the premises therein comprized shall be indemnified by the second term hereby created, &c.

The trust of the second term declared for that purpose;

and the trustees may by sale, &c. raise sufficient for that purpose,

and (subject to the trust) permit the persons intitled to take the profits.

Proviso for the
ceasing of this
term.

Trust of the third
term declared;

to raise portions
for younger chil-
dren.

A sum certain.

When payable;
and in what man-
ner.

term of four hundred years shall for the time being belong by virtue of the limitations afore-mentioned, to receive and take the rents and profits thereof, to and for his and their own use and benefit. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that from and after the decease of the survivor of them the said *Arthur Axby* and *Flora Ewden*, and performance of the trusts of the said term of four hundred years, and payment of all costs and charges attending the execution of the said last mentioned trusts, then and at all times from thenceforth the said term of four hundred years of and in the said last mentioned premises shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. And as to, for and concerning the said term of six hundred years herein before limited to the said *Zouch Zedd* and *Caleb Cox*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them, upon such trusts, and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, that in case there shall be one or more child or children of the body of the said *Arthur Axby* on the body of the said *Flora* his intended wife begotten (besides an eldest or only son) then upon trust that they the said *Zouch Zedd* and *Caleb Cox*, their executors, administrators and assigns shall and do, either in the life-time of the said *Arthur Axby* the son, with his consent, or else not till after his decease, by demise, sale or mortgage of the said term of six hundred years of and in the said manor, messuages, farms, lands, tenements, hereditaments and premises therein comprized, or of a competent part thereof, or by such other ways and means as they or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy, or borrow and take up at interest the sum of 8000*l.* of lawful money of *Great Britain*, for the portion and portions of all and every such child or children (not being an eldest or only son as aforesaid) the same to be paid in manner following; that is to say, if but one such child, then the said whole sum of 8000*l.* to be paid to such only child; and if two or more such children, then the said sum of 8000*l.* to be paid to and be equally divided amongst them, share and share alike; the said portion or portions of such child or children to be paid in manner following; that is to say, to such of them as shall be a son or sons at the age of twenty-one years, and to such of them as shall be a daughter or daughters at the age of twenty-one years, or day or days of marriage, which shall first happen, if such respective times of payment happen after the decease of the said *Arthur Axby* the son, but if in his life-time, then within three months after his decease, and not sooner, unless by his express consent. And upon this farther trust, that they the said *Zouch Zedd*

Zedd and Caleb Cox, their executors, administrators and assigns, shall and do, by and out of the rents, issues and profits of the same manor, messuages, farms, lands, hereditaments and premises, raise, levy and pay such yearly sum and sums of money for the maintenance and education of such child or children (not being an eldest or only son as aforesaid) in the mean time, from the decease of the said *Arthur Axby* the son, and until their portions shall become payable respectively as aforesaid, as to the same trustees, or the survivor of them, or the executors or administrators of such survivor, shall seem meet; such yearly maintenance, if but one such child, not exceeding the interest of his or her portions after the rate of 3 *l. per cent. per annum*; and if two or more such children, not exceeding the interest of their respective portions after the rate of 4 *l. per cent. per annum*. And upon this farther trust, that they the said *Zouch Zedd and Caleb Cox*, their executors, administrators and assigns, shall and do, until some one of the said portions shall become payable, permit and suffer such person or persons to whom the next and immediate reversion or remainder of the same premises expectant upon the said term of six hundred years shall for the time being belong or appertain by virtue of these presents, to receive and take the residue and overplus of the rents, issues and profits of the same premises, over and above so much thereof as shall be from time to time paid or payable for the maintenance and education of such child or children as aforesaid. Provided always that in case any of the same children, being a son or sons, shall happen to die before the age of twenty-one years, or being a daughter or daughters, before the age of twenty-one years or marriage, then the portion or portions of such of them so dying shall go and be paid unto and be equally divided amongst the survivors or survivor of them, when the original portion or portions of such surviving child or children shall become payable as aforesaid. Provided also that in case all the same children shall happen to die before such their said respective age or marriage as aforesaid, then and in such case the said monies so to be raised for their portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the benefit of the person or persons to whom the next and immediate estate of freehold or inheritance expectant on the said term of six hundred years shall for the time being belong by virtue of the limitations aforesaid, and so much thereof as shall be then raised shall be paid to the same person or persons. Provided also that no such demise, sale or mortgage as aforesaid shall be made, until some one of the portions of the same children shall become payable as aforesaid. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such child or children of the body of the said *Arthur Axby* on the body of the said *Flora* his intended wife to be begotten (other than an eldest or only son as aforesaid) or there being such child or children, all of them shall happen to die

And maintenance in the mean time,

not exceeding certain rates of interest, in different events;

and in the mean time to permit persons intitled to receive the residue of the profits.

Proviso for benefit of survivorship among the younger children

If all such children die before twenty-one or marriage, the money not to be raised.

No demise, &c. to be made until a portion payable.

If no such child, or all die before twenty-one or marriage,

or if portions
and maintenances
paid,

or secured by the
remainder-man,
&c,

then this term
to cease,

The trust of the
fourth term de-
clared,

If no issue male,
but a daughter
or daughters,

then to raise a
sum certain,

for her or their
portions,

die before such their said respective age or marriage; or in case the said sum and sums of money before limited and appointed to be raised for the portion or portions of such child or children as aforesaid, and also such maintenance in the mean time, and until the same portion and portions shall become payable as aforesaid, shall be by the said last named trustees, their executors, administrators or assigns, raised and levied by the ways and means in that behalf afore-mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the same premises expectant upon the said term of six hundred years, paid, or to the good-liking of the same trustees, or the survivor of them, or the executors or administrators of such survivor, secured to be paid, according to the purport, true intent and meaning of these presents; then and in every or any of the said cases, and at all times from thenceforth, the said term of six hundred years, of and in the said manor, messuages, farms, lands, tenements, hereditaments and premises, or so much thereof as shall remain unfold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof notwithstanding. And as to, for and concerning the said term of one thousand years, herein before limited to the said *Guy Gill* and *Jeffrey Judd*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, that in case the said *Arthur Axby* shall happen to die without issue male of his body on the body of the said *Flora* his intended wife to be begotten, or that the issue male between them begotten shall happen to die without issue male of his or their body or bodies coming, and that there be issue one or more daughter or daughters of the body of the said *Arthur Axby* on the body of the said *Flora* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after, then upon trust that they the said *Guy Gill* and *Jeffrey Judd*, their executors, administrators or assigns, shall and do, either in the lifetime of the said *Arthur Axby* the son, with his consent; or else not till after his decease, by sale or mortgage of the said term of one thousand years, of and in the said manor, messuages, farms, lands, tenements, hereditaments and premises therein comprized, or of and in a competent part thereof, and by and with the rents, issues and profits of the same premises, in the mean time and until such sale, over and above such part thereof as shall be applied for the maintenance and education of such daughter or daughters, as herein after is mentioned, raise and levy, or borrow and take up at interest the sum of 8000*l.* of lawful money of *Great Britain*, for the portion and portions of all

all and every such daughter and daughters; the same to be paid in manner following; that is to say, if but one such daughter, then the said whole sum of 8000 l. to be paid to such only daughter; and if two or more such daughters, then the said sum of 8000 l. to be paid to and to be equally divided amongst them, share and share alike; the said portion or portions of such daughter or daughters to be paid to them respectively, as and when they shall respectively attain their respective ages of twenty one years or be married, which shall first happen, if such respective times of payment happen after the decease of the said *Arthur Axby* the son; but if in his life-time, then within three months after his decease, and not sooner, unless by his express consent: so always, that in case any of the said daughters shall happen to die before her or their said age of twenty-one years or day of marriage as aforesaid, then the portion or portions of her or them so dying shall go and be paid amongst the survivors and survivor of them, when the original portion or portions of such surviving daughter or daughters shall become payable by virtue of these presents; and so also, that in case all the said daughters shall happen to die before any of them shall attain the age of twenty-one years or be married, then the said sum or sums of money appointed to be raised for their portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the benefit of such person or persons to whom the next and immediate reversion or remainder of the premises expectant upon the said term of one thousand years shall for the time being belong, by virtue of the limitations above-mentioned; and so much thereof as shall be then raised, shall be paid to such person or persons in reversion or remainder as aforesaid. And upon this farther trust, that they the said *Guy Gill* and *Jeffrey Judd*, their executors, administrators and assigns, shall and do, by and out of the rents, issues and profits of the said manor, messuages, farms, lands, tenements, hereditaments and premises, in the mean time from and after the decease of the said *Arthur Axby* the son, and failure of issue male of his body by the said *Flora* as aforesaid, and until the said portion or portions of the said daughter or daughters shall become payable respectively as aforesaid, raise, levy and pay such yearly sum and sums of money for the maintenance and education of such daughter and daughters, as to them the said last named trustees, or the survivor of them, or the executors or administrators of such survivor, shall seem meet; such yearly maintenance, if but one such daughter, not exceeding the interest of her portion after the rate of 3 l. per cent. per annum; and if two such daughters and no more, not exceeding the interest of their respective portions, after the rate of 4 l. per cent. per annum; and if three or more such daughters, not exceeding the interest of their said respective portions, after the rate of 5 l. per cent. per annum, And upon this farther trust, that they the said *Guy Gill* and *Jeffrey Judd*, their executors, administrators and assigns, shall

payable at twenty-one or marriage, if their father be dead, else not till three months after his decease, unless by his consent;

with benefit of survivorship among the daughters.

If all die under twenty one and unmarried, the sum not to be raised.

And power to raise maintenance (after their father's death) until portions payable,

at different rates of interest, upon different events,

and

and to permit the persons intitled to enjoy the residue of the profits beyond the maintenances.

No sale, &c. of this term until a portion payable.

If no such daughter attain twenty-one or marriage,

or if portions and maintenances paid,

or secured by remainder-man;

or if such daughters preferred by their father, &c. in whole or part, the surplus to be raised only,

and then this term, &c. to cease.

and do permit and suffer such person or persons, to whom the next and immediate reversion or remainder of the premises expectant upon the said term of one thousand years shall for the time being belong, by virtue of the limitations afore-mentioned, until some or one of the same portions shall become payable, to receive and take the residue and overplus of the said rents and profits of the same premises, over and above so much thereof as shall be from time to time paid or payable for the respective maintenances and education of such daughter and daughters. Provided always that no such sale or mortgage as is last herein before mentioned shall be made, until some one of the said last mentioned portions shall become payable by virtue of these presents. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such daughter or daughters of the body of the said *Arthur Axby* on the body of the said *Flora* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after; or there being such daughter or daughters, all of them shall happen to die before they or any of them shall attain the age of twenty-one years or be married; or in case the said sum and sums of money before limited and appointed to be raised for daughters portions as aforesaid, and also such maintenance in the mean time and until the same portions shall become payable as aforesaid, shall be by the last named trustees, their executors, administrators or assigns raised, levied and paid, by the ways and means in that behalf afore-mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the same premises expectant upon the said term of one thousand years, paid, or to the good-liking of the said *Guy Gill* and *Jeffrey Judd*, or the survivor of them, or the executors or administrators of such survivor, secured to be paid according to the purport, true intent and meaning of these presents; or in case all and every the said daughter and daughters shall be preferred in marriage by the said *Arthur Axby* the son in his life-time, with portions equal to or exceeding the portions hereby for them provided; or in case lands, or tenements of inheritance of like value or more, shall descend or come to the said daughters by or from the said *Arthur Axby* the son; or if such portions or lands be not equal in value to the portions hereby for them provided, then in case the said last named trustees, their executors, administrators or assigns, shall by the ways and means aforesaid raise and levy so much monies as shall make up the portions or value of the lands so advanced, given or left by the said *Arthur Axby* the son, with or to his said daughters, full so much as the said portions hereby provided for them shall amount unto; then and in any of the said cases, and at all times from thenceforth, the said term of one thousand years, of and in the said manor, messuages, farms, lands, hereditaments and premises, or so much thereof as shall remain unsold and undisposed of, for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein

herein contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that whatever monies shall be raised and paid unto or for such daughter or daughters, by virtue of the aforesaid term of six hundred years, shall be accepted and taken as in part of the monies to be raised for her or them, by virtue of the said term of one thousand years, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case the said *Flora* shall (after the said intended marriage had) happen to die in the life-time of the said *Sir Arthur Axby* and dame *Dorothy* his now wife, or either of them, and before either of the said sums of 8000 *l.* and 8000 *l.* herein before provided or agreed to be raised for the portion or portions of the said daughter or daughters, and younger son or sons, or daughter or daughters only, in case of failure of issue male of the body of the said *Arthur Axby* on the body of the said *Flora* to be begotten, as the case may be, shall become payable to them or any of them respectively by virtue of these presents, then and in such case, and not otherwise, the said term of six hundred years herein before limited to the said *Zouch Zedd* and *Caleb Cox*, their executors, administrators and assigns, and the said term of one thousand years herein before limited to the said *Guy Gill* and *Jeffrey Judd*, their executors, administrators and assigns, shall, as to all and every the said messuages, farms, lands, tenements, hereditaments and premises in *Bow*, *Endy* and *Abcot*, in the said county of *Cambridge*, and in *Colwell* in the said county of *Hertford*, from thenceforth cease, determine, and be utterly void to all intents and purposes. And then also and in such case the said portion or portions, and maintenance as aforesaid, and every part thereof, shall from thenceforth remain and continue only charged and chargeable upon and payable out of the said manor, messuages, farms, lands, tenements, hereditaments and premises in *Foston* and *Netham* aforesaid, and every of them, and upon the said two several and respective terms of six hundred years and one thousand years therein, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided likewise, and it is hereby farther declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case the said *Sir Arthur Axby* and dame *Dorothy* his wife shall (after the said intended marriage had) happen to die in the life-time of the said *Flora Ewden*, and before either of the said sums of 8000 *l.* and 8000 *l.* herein before provided or agreed to be raised for the portion or portions of the daughter or daughters, and younger son or sons, or daughter or daughters only, in case of failure of issue male of the body of the said *Arthur Axby* on the body of the said *Flora* to be begotten, as the case may be, shall become payable

Money raised by the third term and paid, to be accepted in part;

Provido, if the intended wife dies, living the husband's father or mother, and before any of the money for portions under either the third or fourth term becomes payable, then the third and fourth terms are to cease as to part of the lands, and to continue as to other part.

But if the husband's father and mother die, living the intended wife, and before any of the portions payable, then

the third and fourth terms are to cease as to the last mentioned part of the lands,

and the portions to be charged upon the other part.

Provido, if the husband survive the wife, he may (without prejudice to the portions, or estates for life of his father and mother) make a jointure to any future wife,

with restriction as to the quantum.

Leasing power to father and son respectively, when in possession,

with restrictions in possession.

Rent reserved,

payable to them or any of them respectively by virtue of these presents; then and in such case; and not otherwise; the said term of six hundred years herein before limited to the said *Zouch Zedd*, and *Caleb Cox*, their executors; administrators and assigns, and the said term of one thousand years herein before limited to the said *Guy Gill* and *Jeffrey Judd*; their executors; administrators and assigns; shall, as to all and every the said manor, messuages; farms, lands; tenements; hereditaments and premises in *Foston* and *Netham* aforesaid, and every of them; from thenceforth cease, determine; and be utterly void; to all intents and purposes; and then also and in such case the said portion or portions; and maintenances as aforesaid; and every part thereof; shall from thenceforth remain and continue only charged and chargeable upon and payable out of the said messuages; farms; lands; tenements; hereditaments and premises in *Bow*; *Endy* and *Abcôt* in the said county of *Cambridge*, and in *Cokwell* in the said county of *Hertford*, and upon the said two several and respective terms of six hundred years and one thousand years therein, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided always, and it is hereby farther declared and agreed by and between all the said parties to these presents; that in case the said *Arthur Axby* shall happen to survive and overlive the said *Flora* his intended wife, then and in such case it shall and may be lawful to and for the said *Arthur Axby*; at any time or times during his life, by any deed or deeds, writing or writings under his hand and seal, to be by him signed and sealed in the presence of two or more credible witnesses, to assign, limit or appoint any part or parts of the said manor, messuages, lands, hereditaments and premises (without prejudice nevertheless to the raising and levying of the aforesaid portions and maintenances; and also without prejudice to the estates for life of the said *Sir Arthur Axby* and dame *Dorothy* his wife; in the premises in *Bow*; *Endy* and *Abcôt* aforesaid, to them respectively limited as aforesaid) unto any woman or women which the said *Arthur Axby* shall afterwards marry, either before or after such marriage; for the life or lives of such woman or women, for her or their jointure or jointures, not exceeding in the whole the yearly sum or value of 400*l*. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Sir Arthur Axby* and *Arthur Axby* the son, as and when they shall respectively be in the possession of the messuages, farms, lands, tenements, hereditaments and premises, or any of them, or any part thereof, by virtue of the limitations afore-mentioned, at any time or times hereafter; during their respective lives, by indenture under their respective hands and seals, to demise or lease the same, or any part thereof, to any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy; so as upon every such lease there be reserved and made payable, during the continuance thereof, the

most

most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of fine or income, for or in respect of such lease or leases; and so as none of the said leases be made dispunishable of waste, by any express words therein; and so as in every of such leases there be contained a clause of re-entry for non-payment of the rent or rents to be thereby respectively reserved; and so as the lessee and lessees, to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said Sir *Arthur Axby* doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said *Ezekiel Ewden*, his executors and administrators, that the said manor, messuages, farms, lands, tenements, hereditaments and premises, out of which the said annuity, yearly rent or sum of 600*l.* is herein before limited and appointed to be issuing and payable, are now of the clear yearly rent or value of 800*l.* over and above all reprises, parliamentary taxes only excepted. And farther, that all and every the said manor, messuages, farms, lands, tenements, hereditaments and premises, hereby or mentioned or intended to be hereby granted and released, are now together of the clear yearly value of 2000*l.* over and above all reprises, parliamentary taxes only excepted. And the said Sir *Arthur Axby* and *Arthur Axby* do, and each of them doth for themselves and each of them, their and each of their heirs, executors and administrators, covenant, promise and grant, to and with the said *Guy Gill* and *Jeffrey Judd*, their heirs, executors and administrators, in manner and form following; that is to say, that all and every the said manor, messuages, farms, lands, tenements, hereditaments and premises, shall or lawfully may from time to time, and at all times hereafter, remain, continue and be, to and for the several uses, intents and purposes, upon the trusts, and under and subject to the provisos, limitations and agreements herein before mentioned, expressed and declared of and concerning the same respectively as aforesaid; and shall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful let, suit, trouble, denial, eviction or interruption of or by them the said Sir *Arthur Axby* and *Arthur Axby*, or either of them, their or either of their heirs, executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest, of, in, to or out of the same premises, or any of them, or any part thereof, from, by or under, or in trust for them, or either or any of them, or from, by or under any of the ancestors of the said Sir *Arthur Axby* (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said Sir *Arthur Axby*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner

without fine,
not *sans waste*,
with clause of
re-entry for
non-payment.

Lessees to execute
counterparts.

The father co-
venants that the
jointure lands
are of a certain
yearly value.

The like as to
all the settled
lands.

The father and
son covenant
with trustees for
quiet enjoy-
ment,

(with exceptions
as after)

manner

Six. except
leases, and a
term before
mentioned,

and another
term for raising
portions,

upon which on-
ly a sum certain
is due,

and to make fur-
ther assurances,

with the same
exceptions.

manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, right and title of dower, uses, trusts, wills, entails, statutes, recognizances, judgments, extents, executions, rents, arrears of rent, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said Sir *Arthur Axby* and *Arthur Axby*, or either of them, or any of the ancestors of the said Sir *Arthur Axby*, or by or under their or either or any of their act, means, assent, consent or procurement, other than and except such leases of the premises or any part thereof, for twenty-one years or under, whereupon the improved yearly rent is reserved and made payable, and other than and except the said residue of the said term of five hundred years, by the said recited indenture of the fourth of *December* 1693. limited to the said *Owen Owen* and *Philip Owen*, their executors, administrators and assigns as aforesaid; and other than and except the residue of one other term of six hundred years, of and in the premises, or some part thereof, in and by the same indenture limited to the said *Guy Gill*, *Nicholas May*, and *Saul Slow* esq; and the said *Owen Owen* and *Philip Owen*, their executors and administrators, in trust for raising such portions and maintenance for the younger children of the said Sir *Arthur Axby* by the said dame *Dorothy* his wife, as in the same indenture are in that behalf directed and agreed to be raised; upon which said last mentioned term and premises therein comprized, only the sum of 4000*l.* is due and payable to the said *George Axby*, *Mark Axby* and *Noah Axby*, the three youngest sons of the said Sir *Arthur Axby*, for their portions, the said *Luke Axby* his second son having already received his portion provided for him by virtue of the said last mentioned indenture. And moreover, that they the said Sir *Arthur Axby* and *Arthur Axby* and their heirs, and all and every other person or persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, of, in, to or out of the said manor, messuages, farms, lands, tenements, hereditaments and premises, or any of them, or any part thereof from or under or in trust for them or either or any them, or from, by or under the ancestors of the said Sir *Arthur Axby* (other than and except the said *Owen Owen* and *Philip Owen*, their executors, administrators and assigns, for and in respect only of the said excepted term of five hundred years, and other than and except the said *Guy Gill*, *Nicholas May*, *Saul Slow*, *Owen Owen* and *Philip Owen*, their executors, administrators and assigns, in respect of the said term of six hundred years for raising the said 4000*l.* and except the several lessees of the premises or any part thereof, and their respective executors, administrators and assigns, for and in respect only of such their excepted leases as aforesaid) shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *Guy Gill* and *Jeffrey Judd*, or the survivor of them, or the
executors

executors or administrators of such survivor, but at the costs and charges in the law of the said Sir *Arthur Axby* and *Arthur Axby*, their heirs, executors or administrators, or some of them, make, do and execute, or cause and procure to be made, done and executed, all and every such farther and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, be it by fine, feoffment, common recovery, or otherwise howsoever, for the farther, better, more perfect and absolute granting, conveying and assuring of the said manor, messuages, farms, lands, tenements, hereditaments and premises, with their appurtenances, unto and for such uses, intents and purposes, upon such trusts, and under and subject to such provisions and agreements as are herein before mentioned, expressed and declared of and concerning the same respectively, as by the said *Guy Gill* and *Jeffrey Judd*, or the survivor of them, or the heirs, executors or administrators of such survivor, or their or any of their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable, for making or doing thereof, to go or travel from his or their then respective dwellings or places of abode. And lastly, the said Sir *Arthur Axby*, in consideration of the said intended marriage and marriage-portion, doth hereby for himself, his heirs, executors and administrators, farther covenant, promise, grant and agree, to and with the said *Ezekiel Ewden*, his executors and administrators, that he the said Sir *Arthur Axby*, his executors and administrators, or some of them, shall and will pay, satisfy and discharge the said sum of 4000*l.* due to his said three youngest sons for their portions as aforesaid, as and when the same shall respectively become due; and also all such monies (if any) as in the mean time shall incur and grow due to them or any of them, for their respective maintenances, or for interest of their respective portions; and also shall and will thereupon cause and procure the said last mentioned term of six hundred years to be surrendered, or otherwise to be assigned, to attend the inheritance of the premises therein comprized, and to be subservient to the uses, trusts and estates herein before limited or declared of or concerning the same; and likewise shall and will in the mean time save, defend, keep harmless and indemnified the said manor, messuages, farms, lands, tenements, hereditaments and premises, hereby or mentioned or intended to be hereby granted and released, and every of them and every part thereof, of, from and against the said sum of 4000*l.* and every part thereof, and all interest due or to grow due for the same or any part thereof; and of, from and against all other the trusts and agreements, in and by the said indenture of the fourth of *December* 1693, mentioned, expressed or declared of or concerning

The husband's father covenant with the wife's father to discharge the portions due upon the last excepted term,

and to procure it to be surrendered or assigned,

and in the mean time to indemnify against the money due thereon, and interest, &c.

cerning the said last mentioned term of six hundred years, or any of the messuages, lands or hereditaments therein comprized, or intended so to be. In witness, &c.

No. 5.

A marriage-settlement, in which the lady's mother pays half the portion to the husband, and half to trustees. A term for pin-money. A rent-charge, free of taxes, for a jointure, in bar of dower. Usual limitations in tail. Several terms raised for better payment of the jointure, and to raise portions for younger children. Leasing power, and usual covenants. The trust of the moiety of portion is, the profits to the husband for life; then the principal to younger children, &c. If none, to the executors, &c. of the husband. Powers to place it out, &c.

The parties.

THIS indenture quinquupartite, made the twentieth day of July anno Domini 1726. and in the twelfth year of the reign of our sovereign lord George, &c. between Adam Arden of Bigbury Court in the county of Cardigan esq; only son and heir of Daniel Arden late of the same place esq; deceased, by Esther his late wife also deceased, of the first part, Felix Fern of the parish of Graton in the county of Hereford esq; and Jervas Jorden of the Inner Temple, London, esq; of the second part, Kenedy Killin of Latton in the said county of Cardigan esq; and Matthew Moss of the parish of Newhall in the said county of Hereford esq; of the third part, Oliver Arden of the city of London esq; and Philip Potts of the Inner Temple aforesaid gent. of the fourth part, and Ruth Row of Sundon in the county of Wilts widow, and relict of Zacharias Row late of Ash in the county of Bucks esq; deceased, and Celia Row spinster, one of the daughters of the said Zacharias Row by the said Ruth Row, of the fifth part. Whereas a marriage is intended by the grace of God to be shortly had and solemnized between the said Adam Arden and the said Celia Row; and whereas the said Ruth Row hath agreed to pay and advance the sum of 12000*l.* of lawful money of Great Britain, in the proportions and manner herein after mentioned, as and for the marriage-portion of the said Celia Row her daughter: now this indenture witnesseth, that in consideration of the said intended marriage, and of the sum of 6000*l.* of lawful money of Great Britain, to the said Adam Arden in hand paid by the said Ruth Row, at or before the enfealing and delivery of these presents, and of the farther sum of 6000*l.* of like money, to the said Oliver Arden and Philip Potts (with the

The intended marriage recited, and the portion agreed to be paid by the lady's mother. The consideration, the marriage and moiety of the portion paid to the husband, the other moiety to trustees.

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privity, consent and approbation of the said *Adam Arden*, testified by his being a party to, and his sealing and delivery of these presents) in hand likewise paid by the said *Ruth Row*, at or before the enfealing and delivery of these presents, to be by them applied and disposed of, upon the trusts, and to and for the intents and purposes, and in manner herein after mentioned and expressed of and concerning the same; the receipt and payment of which said several and respective sums of 6000 *l.* and 6000 *l.* accordingly (making together the sum of 12000 *l.*) they the said *Adam Arden* and *Oliver Arden* and *Philip Potts* do hereby respectively acknowledge, and thereof and of every part thereof do respectively acquit, release and discharge the said *Ruth Row*, her heirs, executors, administrators and assigns, and the heirs, executors and administrators of the said *Zacharias Row*, and every of them for ever by these presents (which said sum of 12000 *l.* so paid in the proportions aforesaid is and is agreed to be in full for the marriage-portion of the said *Celia Row*, and of all portion and portions, and other provision whatsoever, which at any time or times heretofore have or hath been provided or agreed to be made, raised or paid, for or for the benefit of the said *Celia Row*, by any deed or settlement made by the said *Zacharias Row* in his lifetime, or given to her in and by his last will and testament, or the last will and testament of *Zacharias Row* esq; deceased, the late brother of the said *Celia Row*, or the will of *Diana Dicey* deceased, late grandmother of the said *Celia Row*, every or any of them, or otherwise howsoever); and for providing a jointure of 1200 *l. per annum* by way of rent-charge for the said *Celia Row* for her life, in such manner as is herein after mentioned, in case she shall after the said intended marriage had happen to survive and over-live the said *Adam Arden* her intended husband; and for settling and assuring the manors, rectory, advowson, messuages, lands, tenements and hereditaments herein after mentioned to be hereby granted and released, with their appurtenances, unto such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same respectively. And for and in consideration of the sum of 10 *s.* of like money to the said *Adam Arden* in hand paid by the said *Felix Fern* and *Jervas Jorden*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Adam Arden* hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said *Felix Fern* and *Jervas Jorden*, their heirs and assigns, all that the manor of *Bigbury*, with the rights, royalties, members and appurtenances thereof in the said county of *Cardigan*; and also all that capital messuage or mansion-house, with the appurtenances, called *Bigbury Court*; and also all that the perpetual advowson and right of patronage of the church of *Bigbury*; and also all that the rectory impropriate of the said parish of *Bigbury*; and

And for providing a jointure by way of rent-charge,

and for settling the manors, rectory, &c.

The grant, release, &c.

The parcels.

General words.

Mention of the bargain, &c. for a year.

General words.

also all and singular the messuages, mills, demesne lands, tenements, meadows, pastures, wood-grounds, tithes, rents, rights, royalties, franchises and hereditaments whatsoever, late of the said *Daniel Arden*, and now of him the said *Adam Arden*, situate, lying, being, arising, happening, renewing or increasing, or to be had, received or taken, in or within the said parish of *Bigbury*, or any of the townships, villages, hamlets, places, precincts or territories of the same; and also all that messuage, or tenement and farm, with the lands, hereditaments and appurtenances thereunto belonging or appertaining, or therewith used or enjoyed, situate, lying or being in *Ebsham* in the said parish of *Bigbury*, and now or late in the tenure or occupation of *Fulk Foy*, of the city of *Canterbury*, gent. and *Grace* his wife, or one of them, their or one of their under-tenants or assigns; which said messuage, farm, lands, hereditaments and premises in *Ebsham* aforesaid, or the reversion thereof in fee expectant on the decease of the said *Grace*, were lately purchased by the said *Adam Arden* to him and his heirs, of and from *Henry Foy*, of the parish of *Irby* in the said county of *Cardigan* gent. and also all that the manor of *Kellow*, with the rights, royalties, members and appurtenances thereof, in the said county of *Cardigan*; and also all that capital messuage or mansion-house in *Kellow* in the said county of *Cardigan*, wherein *Lambert Law* yeoman now does or lately did inhabit and dwell, with its appurtenances; and also all and singular the messuages, demesne lands, lands, tenements, meadows, pastures, wood-grounds, rents, rights, royalties, franchises and hereditaments whatsoever of him the said *Adam Arden*, situate, lying, being, arising, happening or renewing within the said parish and manor of *Kellow*, or either of them, with their and every of their appurtenances; and also all other the manors, messuages, farms, cottages, lands, tenements, meadows, leasowes, pastures, tithes, rents, reversions, services and hereditaments whatsoever of him the said *Adam Arden*, or whereof or wherein he, or any person or persons in trust for him, have or hath any estate or interest in law or equity, in possession, reversion, remainder or expectancy, situate, lying, being, arising, happening, coming, growing, renewing or increasing in or within the said several manors, parishes and places of *Bigbury* and *Kellow* aforesaid, or either of them, with their and every of their appurtenances (all which said manors, rectory, advowson, messuages, lands, tenements, tithes, hereditaments and premises are now in the actual possession of the said *Felix Fern* and *Jervas Jorden*, by virtue of a bargain and sale to them thereof made by the said *Adam Arden* for the term of one whole year, in consideration of 5 s. to him paid by the said *Felix Fern* and *Jervas Jorden*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided;) and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and

and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both in law and equity, of him the said *Adam Arden*, of, in, to or out of the said manors, rectory, advowson, messuages, lands, tenements, tithes, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said manors, rectory, advowson, messuages, lands, tenements, tithes, hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said *Felix Fern* and *Jervas Jorden*, their heirs and assigns for ever; to the use and behoof of the said *Adam Arden* and his heirs, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, to the use of the said *Kenedy Killin* and *Matthew Moss*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of ninety years from thence next ensuing, and fully to be compleat and ended, if they the said *Adam Arden* and *Celia Row* his intended wife shall both of them so long live: upon this special trust and confidence, and to the intent and purpose that they the said *Kenedy Killin* and *Matthew Moss*, their executors, administrators and assigns, shall and do yearly and every year during the same term, by and out of the rents, issues and profits of the said manors, rectory, lands, hereditaments, and other the premises, pay, or cause to be paid, by four equal quarterly payments, at the four most usual feasts or days of payment in the year, that is to say, the feasts of the annunciation of the blessed *Virgin Mary*, the nativity of *St. John* the baptist, *St. Michael* the archangel, and the birth of our Lord *Christ*, by even and equal portions, the yearly sum of 300*l.* of lawful money of *Great Britain*, clear of all taxes, and other deductions whatsoever, unto the proper hands of the said *Celia Row*, or to such person or persons, and for such uses and purposes, as she by any note or writing under her hand shall from time to time, notwithstanding her coverture, direct or appoint, for her own sole and separate use and benefit, for her cloaths and other her occasions as she shall think fit, without the controul or intermeddling of the said *Adam Arden* her intended husband. And it is agreed by and between the said parties to these presents, that the receipt of the said *Celia Row*, under her hand, shall from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who shall so pay the said yearly sum of 300*l.* for so much thereof for which such receipt shall be given; the first payment of which said yearly sum of 300*l.* shall begin and be made on such of the said feasts or days of payment as shall first and next happen after the solemnization of the said intended marriage. And upon this farther trust, that they the said *Kenedy*

Habendum

after the marriage,

to trustees for a term, determinable on death of husband or wife,

to raise a yearly sum for pin-money, by quarterly payments.

Her receipt to be sufficient.

First payment, when to be made.

And to permit the husband to receive the residue of the profits;

then to the use of the husband for life, *sans waste*;

then to trustees, to preserve contingent uses.

Then to the use that she, surviving her husband, may have a certain rent, free of taxes, for a jointure, in bar of dower.

payable quarterly.

First payment, when.

On non-payment within certain days, power to distrain, &c.

Killin and Matthew Moss, and the survivor of them, his executors, administrators and assigns, shall and do permit and suffer the said *Adam Arden*, during the continuance of the said term of ninety years determinable as aforesaid, to receive and take the residue and overplus of the rents and profits of all the said premises (over and above the said yearly sum of 300 *l.*) to and for his own use and benefit. And from and after the end, expiration, or other sooner determination of the said term of ninety years, and subject thereto, and to the aforesaid trusts thereof, then as to, for and concerning all the said manors, rectory, advowson, messuages, lands, tenements, tithes, hereditaments and premises, with their appurtenances, to the use and behoof of the said *Adam Arden* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of the said *Felix Fern* and *Jervas Jorden*, and their heirs, during the life of the said *Adam Arden*, upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions as the case shall require, but nevertheless to permit and suffer the said *Adam Arden* and his assigns during his life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, to the use, intent and purpose that the said *Celia Row* his intended wife (in case she shall him survive) shall and may yearly and every year, during the term of her natural life, have, receive and take thereout, one annuity, yearly rent or sum of 1200 *l.* of lawful money of *Great Britain*, free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise, the same annuity to be in full for her jointure, and in lieu, bar and satisfaction of and for her dower and thirds at common law, which she can or may have or claim, of, in, to or out of all and every or any the manors, lands, tenements or hereditaments, whereof or wherein the said *Adam Arden* her intended husband now is, or at any time hereafter during the coverture between them shall be seised of any estate of freehold or inheritance; and which said annuity, yearly rent or sum of 1200 *l.* shall be paid and payable to her the said *Celia Row* and her assigns, at or in the common dining-hall of *Lincoln's Inn* in the county of *Middlesex*, at the four most usual feasts or days of payment in the year before-mentioned, by even and equal portions; the first payment thereof to begin and be made on such of the same feasts or days of payment as shall first and next happen after the decease of the said *Adam Arden*. And to this farther use, intent and purpose, that in case the said annuity, yearly rent or sum of 1200 *l.* or any part thereof, shall be behind or unpaid by the space of twenty-eight days next over or after any of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for

for the said *Celia Row* and her assigns, into and upon all and every the said manors, rectory, messuages, lands, tenements, tithes, hereditaments and premisses, or into and upon any part thereof to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away and impound, and in pound to detain and keep, or otherwise to sell or dispose of the same, according to due course of law, until she or they shall of the said annuity, yearly rent or sum of 1200*l.* and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof at the days and times in that behalf afore-mentioned, be fully satisfied and paid. Provided always, that in case the said annuity, yearly rent or sum of 1200*l.* or any part thereof, shall happen to be behind or unpaid by the space of forty days next over or after any of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded) then and so often it shall and may be lawful to and for the said *Celia Row* and her assigns, into and upon all and every the said manors, rectory, messuages, lands, tenements, tithes, hereditaments and premisses, or any part thereof, in the name of the whole, to enter, and the same to have, hold and enjoy, and to receive and take the rents and profits thereof, and of every or any part thereof, to and for her and their own use and benefit, until she or they shall be thereby or therewith, or otherwise fully satisfied and paid the said annuity, yearly rent or sum of 1200*l.* and all arrears thereof, and also so much and such part of the same annuity as shall incur and grow due during such time as she shall continue in possession of the same premisses, after and by reason of such entry as aforesaid, together with such costs, charges, damages and expences as shall be occasioned by non-payment of the said annuity at the days and times herein before for that purpose appointed. And as to the said manors, rectory, advowson, messuages, lands, tenements, tithes, hereditaments and premisses (subject to the said annuity, yearly rent or sum of 1200*l.* and such remedies for the same as aforesaid) from and immediately after the decease of the said *Adam Arden*, to the use of the said *Kenedy Killin* and *Matthew Moss*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next ensuing, and fully to be compleat and ended; upon the trusts, and under and subject to the proviso and agreements herein after mentioned, expressed and declared of and concerning the same. And from and after the end, expiration, or other sooner determination of the said term of ninety-nine years, and subject thereto, and to the trusts thereof, and to the said annuity, yearly rent or sum of 1200*l.* and such remedies for the same as aforesaid, then to the use of the said *Oliver Arden* and *Philip Potts*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of one thousand years from thence next ensuing, and fully to be com-

On farther non-payment, power to enter and enjoy,

until satisfaction, with costs, &c.

And (subject to the jointure) to trustees for a term, upon trusts. &c. after declared.

Then to other trustees for another term,

upon trusts, &c.
after declared.

Then to the use
of the first and
other sons of
the marriage
severally and
successively in
tail male.

In default of
such issue, to
the use of the
husband in fee.
Trust of the
second term
declared.

to permit per-
sons intitled to
receive the pro-
fits, until non-
payment of the
jointure.

On non-pay-
ment, to raise
the same, &c.

pleat and ended, without impeachment of waste: upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same term. And from and after the end, expiration, or other sooner determination of the said term of one thousand years, and subject and charged and chargeable as aforesaid, to the use and behoof of the first son of the said *Adam Arden* on the body of the said *Celia Row* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and of all and every other the son and sons of the said *Adam Arden* on the body of the said *Celia Row* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body issuing always to be preferred and to take before the younger of such son or sons, and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use and behoof the said *Adam Arden*, and of his heirs and assigns for ever. And as to, for and concerning the said term of ninety-nine years, herein before limited to the said *Kenedy Killin* and *Matthew Moss*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them upon the trusts, and under and subject to the proviso and agreements herein after mentioned, expressed and declared of and concerning the same term; that is to say, in trust to permit and suffer such person or persons as shall for the time being be intitled to the freehold and inheritance of the said manors, rectory, messuages, lands, tenements, tithes, hereditaments and premises, by virtue of and according to the limitations herein before mentioned, to receive and take the rents and profits of the premises, and of every part thereof, to and for his and their own use and benefit, until default shall happen to be made of or in payment of the said annuity, yearly rent or sum of 1200*l.* or some part thereof, at the days and times herein before limited and appointed for payment of the same. And upon this farther trust, that in case the same annuity, yearly rent or sum of 1200*l.* or any part thereof, shall happen to be behind and unpaid by the space of forty days next over or after any of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Kenedy Killin* and *Matthew Moss*, their executors, administrators and assigns, from time to time, by and out of the rents, issues and profits of the said manors, rectory, messuages, lands, tenements, tithes, hereditaments and pre-

misses,

misses, or by demising, leasing or mortgaging the same premises, or any part thereof, for all or any part of the said term of ninety-nine years therein, to raise and levy such sum and sums of money as shall be sufficient from time to time to pay and satisfy unto her the said *Celia Row* and her assigns, during her natural life, the said annuity, yearly rent or sum of 1200*l.* or so much thereof as shall from time to time so happen to be behind and unpaid, together also with all such costs, charges and expences as she the said *Celia Row*, or the said *Kenedy Killin* and *Matthew Moss*, her trustees, their executors, administrators or assigns, or any of them shall sustain, expend or be put unto, for or by reason of the non-payment thereof at the days and times, and in manner first herein before in that behalf mentioned; and shall and do pay the same accordingly. And upon this farther trust, that they the said last named trustees, their executors, administrators and assigns, shall and do permit and suffer such person or persons as shall for the time being be intitled to the freehold and inheritance of the premises, by virtue of and according to the limitations afore-mentioned, to receive and take the residue and overplus of the rents and profits of the same premises (over and above what shall be sufficient from time to time to pay and satisfy the said annuity, yearly rent or sum of 1200*l.* and all arrears thereof, and all costs, charges and expences attending the execution of the aforesaid trusts of the said ninety-nine years term) to and for his and their own use and benefit. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that from and after the decease of the said *Celia Row*, and payment of all arrears which shall then be due of the said annuity, yearly rent or sum of 1200*l.* (if any such shall then happen to be) together with all costs, charges and expences attending the execution of the said last mentioned trusts, then and at all times from thenceforth the said term of ninety-nine years of and in the premises, or so much thereof as shall not be disposed of for the purposes aforesaid, shall cease, determine, and be utterly void to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. And as to, for and concerning the said term of one thousand years, herein before limited to the said *Oliver Arden* and *Philip Potts*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, that in case there shall be one or more child or children of the said *Adam Arden* on the body of the said *Celia Row* his intended wife to be begotten (besides an eldest or only son) then upon trust that they the said *Oliver Arden* and *Philip Potts*, their executors, administrators or assigns, shall and do, either in the life-time of the said *Adam Arden*,

And to permit persons intitled to receive the residue of the profits.

Proviso for the ceasing of this term.

The trust of the third term declared.

To raise portions for younger children in the father's life-time, with his consent,

else not till his
decease.

A sum certain.

Payable if more
than one, in pro-
portions as their
father shall ap-
point.

In default of ap-
pointment, e-
qually to sons at
twenty-one, to
daughters at
twenty-one or
marriage.

If after the fa-
ther's death,
otherwise, &c.
with benefit of
survivorship,
subject to the fa-
ther's appoint-
ment.

If all die before
twenty-one or
marriage respec-
tively, portions
not to be raised,

Arden, with his consent testified in writing under his hand, or else not till after his decease, by demise, sale or mortgage of the said manors, rectory, capital messuage, messuages, lands, tenements, tithes, hereditaments and premises, or of a competent part thereof, for all or any part of the said term of one thousand years therein, or by such other ways or means as they, or the survivor of them, his executors or administrators shall think fit, raise and levy, or borrow and take up at interest the sum of 6000*l.* of lawful money of *Great Britain*, for the portion and portions of all and every such child or children (not being an eldest or only son as aforesaid) the same to be paid in manner following; that is to say, if but one such child, then the said whole sum of 6000*l.* to be paid to such only child; and if two or more such children, then the said sum of 6000*l.* to be shared and divided between or amongst them, in such parts and proportions as the said *Adam Arden*, by any writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing, to be by him signed and published in the presence of the like number of witnesses, shall direct or appoint; and in default of such direction and appointment, then the said sum of 6000*l.* to be equally divided amongst them, share and share alike. The said portion or portions of such child or children to be paid in manner following; that is to say, to such of them as shall be a son or sons, at the age of twenty-one years; and to such of them as shall be a daughter or daughters, at the age of twenty-one years, or day or days of marriage, which shall first happen, if such respective times of payment happen after the decease of the said *Adam Arden*; but if in his life-time, then within six calendar months next after his decease, and not before or sooner, unless by his express consent, testified as aforesaid. Provided always, that in case any of the same children, being a son or sons, shall happen to die before the age of twenty-one years, or being a daughter or daughters, shall happen to die before the age of twenty-one years or marriage, then the portion or portions of such of them so dying shall go and be paid unto the survivors or survivor of them, subject to such direction or appointment of him the said *Adam Arden* as aforesaid; but in default thereof, then to be equally divided amongst such survivors or survivor, share and share alike, when the original portion or portions of such surviving child or children shall become payable as aforesaid. Provided also, that in case all the same children shall happen to die before such their said respective age or marriage as aforesaid, then and in such case the said monies so to be raised for their portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the benefit of the person or persons next in reversion or remainder of the premises; and so much thereof as shall be then raised, shall be paid to the same person or persons in reversion or remainder as aforesaid. And upon this farther trust, that they the said *Oliver Arden* and *Philip Potts*, their executors, admini-
strators

trators and assigns, shall and do, by and out of the rents, issues and profits of the said manors, rectory, capital messuage, messuage, lands, tenements, tithes, hereditaments and premises, raise, levy and pay such yearly sum and sums of money for the maintenance and education of such child or children (not being an eldest or only son as aforesaid) in the mean time, from and after the decease of the said *Adam Arden*, and until their said portions shall become payable respectively as aforesaid, as to the same trustees, or the survivor of them, his executors or administrators shall seem meet, such yearly maintenance not exceeding the interest of their respective portions, after the rate of 4 *l.* per cent. per annum. And upon this farther trust, that they the said *Oliver Arden* and *Philip Potts* their executors, administrators and assigns, shall and do permit and suffer such person or persons, to whom the next and immediate reversion or remainder of the premises expectant upon the said term of one thousand years shall for the time being belong, by virtue of the limitations afore-mentioned, until some or one of the same portions shall become payable, to receive and take the residue and overplus of the said rents and profits of the same premises, over and above so much thereof as shall from time to time be paid, or payable for the respective maintenances and education of such child or children as aforesaid. Provided always, that no such sale or mortgage as is last herein before mentioned shall be made, until some or one of the said portions shall become payable by virtue of these presents, unless by the express consent of the said *Adam Arden*, testified as aforesaid. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such child or children of the said *Adam Arden* on the body of the said *Celia Row* his intended wife to be begotten (other than an eldest or only son as aforesaid) or there being such child or children, all of them shall happen to die before such their said respective age or marriage; or in case the said sum and sums of money before limited and appointed to be raised for their portion and portions as aforesaid, and also such maintenance in the mean time and until the same portion or portions shall become payable as aforesaid, shall be by the said last named trustees, their executors, administrators or assigns, raised and levied by the ways and means in that behalf afore-mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the premises expectant upon the said term of one thousand years, paid, or to the good-liking of the same trustees, or the survivor of them, his executors or administrators, secured to be paid according to the purport, true intent and meaning of these presents; then and in every or any of the said cases, and at all times from thenceforth, the said term of one thousand years, of and in the premises, or so much thereof as shall remain unfold and undisposed of, for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained

Power to raise maintenances

(after the death of the father) until portions payable, not exceeding a certain interest.

Farther trust, to permit persons intitled to enjoy the residue of the profits.

Proviso, no sale, &c. to be made until a portion payable.

Proviso, if no such younger child.

or if all die before twenty-one or marriage respectively,

or if portions raised by trustees,

or paid by the reversioner, &c.

or secured with approbation of the trustees, this term to cease.

Leasing power to the husband (without prejudice to the pin-money or jointure)

with usual restrictions as to copyholds and leases for lives, as to commencement and determination.

Ancient rents,

not *sans waste*.

As to lands let for rack-rents for years,

with restrictions as to the term,

improved rent,

without fine,

not *sans waste*.

Re-entry for non-payment. Lessees to execute counterparts.

The husband covenants against prior incumbrances,

contained to the contrary notwithstanding. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Adam Arden*, from time to time during his life (without prejudice nevertheless to the raising and payment of the said several yearly sums of 300*l.* and 1200*l.* or either of them payable to the said *Celia Row*, in manner and for the purposes aforesaid) to demise, lease or grant the said manors, rectory, messuages, lands, tenements, hereditaments, and premises in such manner as is herein after mentioned; that is to say, as to such part or parts of the same premises as are or have been usually granted or demised by copy of court-roll, or let for lives, or years determinable on lives, to demise, grant or lease the same, or any part thereof, to any person or persons, for one, two or three life or lives, or for any term or number of years determinable on one, two or three life or lives, in possession or reversion, so as there be not more than three lives in being at one and the same time, whereon the premises in any of such leases or grants to be respectively comprized shall depend; and so as the ancient and accustomed rents, payments, duties and services, or more or better in value, be thereupon respectively reserved and made payable, during the continuance of such respective leases or grants; and so as none of the said leases be made dispunishable of waste, by any express words therein. And as to such part or parts of the same manors, rectory, messuages, lands, tenements, hereditaments and premises, as now are or usually have been let at rack or improved rents; and also as to any other part or parts of the said manors, lands, hereditaments and premises, to demise or lease the same, or any part or parts thereof, to any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy; so as upon every of the said last mentioned leases there be reserved and made payable, during the continuance thereof respectively, the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of fine or income, for or in respect of such lease or leases; and so as none of the same leases be made dispunishable of waste, by any express words therein; and so as in every of such lease there be contained a clause of re-entry, for non-payment of the rent or rents to be thereby respectively reserved; and so as the lessee or lessees to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Adam Arden* doth hereby for himself, his heirs, executors, and administrators, covenant, promise, grant and agree, to and with the said *Felix Fern* and *Jervas Jorden*, their heirs, executors, and administrators, in manner following; that is to say, that all and every the said manors, rectory, advowson, messuages, lands, tenements, tithes, hereditaments and premises, shall or lawfully may

may from time to time, and at all times hereafter, remain, continue and be, to and for the several uses, intents and purposes, upon the trusts, and under and subject to the provisos, limitations and agreements herein before mentioned, expressed and declared of and concerning the same respectively, and shall and may be peaceably and quietly had, held and enjoyed accordingly; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *Adam Arden*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, leases, jointures, dowers, uses, trusts, wills, entails, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered by the said *Adam Arden*, or the said *Daniel Arden* his late father, or either of them, or any other of the ancestors of the said *Adam Arden*, or by any other person or persons lawfully claiming or to claim, from, by or under them, or any of them (except such leases and estates for years or lives, or years determinable on lives, as are now in being of and in the premises, or any part thereof, whereupon the improved, or ancient and accustomed rents, duties and services are respectively reserved and made payable, and except the estate for life of the said *Grace*, wife of the said *Fulk Foy*, of and in the premises in *Ebsham* aforesaid). And moreover, that he the said *Adam Arden* and his heirs, and all others claiming or to claim any estate, right, title, trust or interest, of, in, to or out of the premises or any of them, or any part thereof, from, by or under, or in trust for him, them, or any of them, or from, by or under the said *Daniel Arden*, or any other of the ancestors of the said *Adam Arden* (except the persons whose several estates or interest are herein before excepted, for and in respect only of such their excepted estates and interests) shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *Felix Fern* and *Jervas Jorden*, or the survivor of them, his heirs, executors or administrators, but at the costs and charges of the said *Adam Arden*, his heirs, executors or administrators, make, do and execute, or cause and procure to be made, done and executed, all such farther and other lawful and reasonable acts, deeds, conveyances and assurances in the law whatsoever, be the same by fine, feoffment, common recovery, or otherwise howsoever, for the farther, better, more perfect and absolute granting, settling, conveying and assuring of the said manors, rectory, advowson, messuages, lands, tenements, tithes, hereditaments and premises, with their appurtenances, unto and for such uses, intents and purposes, upon such trusts, and under and subject to such provisos and agreements as are herein before mentioned, expressed and declared of and concerning the same, as by the said *Felix Fern* and *Jervas Jorden*, or the survivor of them, his heirs,

and for quiet enjoyment,

and for further assurances.

executors

The trust of the sum (part of the portion) paid to trustees (*ut supra*) declared.

That the husband shall receive the produce during his life,

then the same sum to be paid to younger children, subject to their father's appointment, *ut supra*.

The produce after his decease to be applied to maintenance,

executors or administrators, or their or any of their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable, for making or doing thereof, to go or travel above five miles from his or their then respective dwellings or places of abode. And this indenture farther witnesseth, that for making some farther provision for the portions and maintenance of such child or children as the said *Adam Arden* and *Celia* his intended wife shall happen to have between them (not being their eldest or only son) it is hereby declared and agreed by and between all the said parties to these presents, that the said sum of 6000 *l.* herein before mentioned to be paid to the said *Oliver Arden* and *Philip Potts* by the said *Ruth Row* as aforesaid, is and was so to them paid, upon such trusts, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same; that is to say, upon trust that they the said *Oliver Arden* and *Philip Potts*, and the survivor of them, his executors and administrators shall and do permit and suffer the said *Adam Arden* and his assigns, during his life, to receive and take all the interest and produce thereof, as the same shall from time to time arise and be received, to and for his and their own use and benefit. And from and after his decease, then upon trust that they the said *Oliver Arden* and *Philip Potts*, and the survivor of them, his executors and administrators, shall and do pay and dispose of the said last mentioned sum of 6000 *l.* unto and amongst all and every the child and children of the said *Adam Arden* on the body of the said *Celia Row* his intended wife to be begotten (other than their eldest or only son for the time being) at such time or times, and in such shares and proportions, and subject to such and the like power of appointment to be made by the said *Adam Arden* of the same 6000 *l.* between or amongst such child or children, and under and subject to such and the like provisoes, restrictions, limitations and contingencies, with respect to such children, as are herein before directed and agreed upon, of, for and concerning the said sum of 6000 *l.* herein before provided and agreed to be raised and levied for the portion and portions of the same child or children, forth and out of the said manors, lands, hereditaments and premises herein before for that purpose limited to the said *Oliver Arden* and *Philip Potts*, their executors, administrators and assigns as aforesaid, or as near thereto as may be. And it is hereby declared and agreed by and between all the said parties to these presents, that in the mean time from and after the decease of the said *Adam Arden*, and until the said sum of 6000 *l.* so paid to the said last named trustees as aforesaid shall be applied and disposed of in manner aforesaid, all the interest and produce thereof, as the same shall arise and be received, shall from time to time be paid and disposed

of for the maintenance and education of such child or children respectively (other than as aforesaid). Provided always, that in case there shall be no such child or children of the said *Adam Arden* on the body of the said *Celia* his intended wife to be begotten (other than an eldest or only son as aforesaid) or there being such child or children, all of them shall happen to die before the portions hereby provided for them shall become payable as aforesaid, then upon this farther trust, that they the said *Oliver Arden* and *Philip Potts*, or the survivor of them, his executors or administrators, shall and do pay and dispose of the said last mentioned sum of 6000 *l.* and the interest and produce thereof from thenceforth to arise, unto him the said *Adam Arden*, his executors or administrators, to and for his and their own use and benefit, any thing herein contained to the contrary notwithstanding. And it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Oliver Arden* and *Philip Potts*, and the survivor of them, his executors or administrators, from time to time to lend and place out the said last mentioned sum of 6000 *l.* or any part thereof, upon any publick or private securities at interest, or to lay out and invest the same or any part thereof in the purchase of stock in any of the public companies, of the bank of *England*, *South-sea* company, or of *East-India* company, or of *South-sea* annuities, with the good-liking and approbation of the said *Adam Arden*, his executors or administrators, subject to the trusts aforesaid; and likewise to call in such monies to be so lent, or to sell and dispose of the stocks or annuities to be so purchased, and the same monies again to lend, lay out or invest in manner aforesaid, as often as they shall think fit, with such approbation and subject to such trusts as aforesaid. And it is hereby farther declared and agreed by and between all the said parties to these presents, that the said *Oliver Arden* and *Philip Potts*, their executors or administrators, or any of them, shall not be charged or chargeable with or accountable for more monies than they respectively shall actually receive, nor with or for any loss which shall happen of the said monies or any part thereof, so as the same happen without their wilful default; nor the one of them for the other of them, or for the acts, deeds, receipts or disbursements the one of the other, but each of them only for his own acts, deeds, receipts and disbursements. And also, that it shall and may be lawful to and for the said *Oliver Arden* and *Philip Potts*, and the survivor of them, his executors and administrators, in the first place by and out of the premisses to deduct and reimburse themselves all such loss, costs, charges, damages and expences, as they or any of them shall sustain, bear, or be put unto, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. In witness, &c.

and education, until portions paid.

If no such child, or all die before portions payable, this last sum and the produce to the husband, his executors, &c.

Power to the trustees to place out the money, with the approbation of the husband,

and to call it in, and place it out again, &c.

Trustees to be chargeable respectively with what they receive, and not with losses, unless by wilful default:

and each for himself only.

They may reimburse themselves charges, &c.

No. 6.

A marriage-settlement, in which the father and his trustee and eldest daughter join with the younger daughter (upon her marriage with a citizen) to re-settle their estate by moieties. The father covenants to surrender a copyhold to the use, &c. or to suffer it to descend. The husband covenants to allow the wife the benefit of the custom of London, notwithstanding the statute.

The Parties.

The marriage settlement of one of the now grantors (the lady's father) recited, whereby the lands, &c. were settled on him for a term determinable with his life.

Remainder to the two other grantors (his daughters) in tail, as tenants in common, one of them being the intended wife. The intended marriage recited. The consideration, the marriage,

THIS indenture quadrupartite, made the second day of September in the year of our Lord 1734, and in the eighth year of the reign of our sovereign lord George the second, &c. between *Abel Alkin* of *Bitton* in the county of *Cardigan*, gent. and *Dorothy Alkin* and *Esther Alkin*, spinsters, the only daughters and issue of the said *Abel Alkin* by *Dorothy* his late wife (formerly *Dorothy Dent*) deceased, of the first part, *Fulk Foot*, citizen and glover of *London*, brother and heir of *George Foot*, late of *London*, gent. deceased, who was the surviving trustee named in the settlement made on the marriage of the said *Abel Alkin* with the said *Dorothy* his late wife, for supporting and preserving the contingent uses and estates thereby limited, of the second part, *Humphrey Harris* of *Lincoln's Inn* in the county of *Middlesex*, esq; and *James Alkin*, citizen and glover of *London*, of the third part, and *Charles Carr*, citizen and grocer of *London*, of the fourth part. Whereas by force and virtue of the indenture of settlement made previous and in order to the marriage of the said *Abel Alkin* with the said *Dorothy* his late wife, dated on or about the tenth day of July which was in the year of our Lord 1699, the messuages, lands, tenements, tithes and hereditaments herein after granted and released, or mentioned so to be, do now stand settled and limited to the use of the said *Abel Alkin* for the term of ninety-nine years, if he so long live, without impeachment of waste, with remainder to the said *Fulk Foot* and his heirs, during the natural life of the said *Abel Alkin*, in trust to support and preserve the contingent uses and estates in and by the said settlement thereof limited, with remainder to trustees therein named, for the term of three hundred years, upon the trusts therein mentioned concerning the same term (and which cannot now arise or take effect) with remainder to the said *Dorothy Alkin* and *Esther Alkin*, as tenants in common in tail general, with remainder to the heirs of the body of the said *Abel Alkin* by the said *Dorothy* his late wife, with the remainder in fee to the said *Abel Alkin* and his heirs. And whereas a marriage is intended by the grace of God to be shortly had and solemnized between the said *Charles Carr* and the said *Esther Alkin*: Now this indenture witnesseth, that for and in consideration of the said intended marriage, and

of

of the covenant and agreement herein after contained on the part of the said *Charles Carr*, and for docking and barring the aforesaid estates-tail, and all other estates-tail, and all reversions and remainders thereupon expectant or depending of and in the said messuages, lands, tenements, tithes and hereditaments, herein after granted and released, every or any part thereof; and for settling and assuring the same messuages, lands, tenements, tithes and hereditaments, with their appurtenances, to the uses, upon the trusts, and under and subject to the proviso and agreements herein after limited, expressed and declared of and concerning the same respectively; and in consideration of the sum of 10 s. of lawful money of *Great Britain*, to the said *Abel Alkin*, *Dorothy Alkin*, *Esther Alkin*, and *Fulk Foot*, in hand paid by the said *Humphrey Harris* and *James Alkin*, at or before the execution of these presents, the receipt whereof is hereby acknowledged, the said *Fulk Foot*, at the request, and by the direction and appointment of the said *Abel Alkin*, *Dorothy Alkin* and *Esther Alkin* (testified by their being parties to, and their sealing and delivery of these presents) and also they the said *Abel Alkin*, *Dorothy Alkin* and *Esther Alkin* have, and each and every of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each and every of them doth grant, bargain, sell, release and confirm unto the said *Humphrey Harris* and *James Alkin*, their heirs and assigns, all that messuage or tenement with the appurtenances, now or heretofore called *Kinall*, situate and being in *Lake* in the county of *Montgomery*, some time heretofore the estate of *Nathaniel North*, with the pightles and closes on the back-side thereof, which were heretofore *Otty's*; and also all those parcels of land and ground lying and being in the several parishes of *Pepes*, *Quenn* and *Reynes*, some or one of them, in the said county of *Montgomery*, and next herein after mentioned; (that is to say) three acres of land by *Sam's mead*, and two acres of land in *Reynes* field on the west side of the highway, and the land some time of *Titus Tall* in *Uns* field, and one acre in *Wam* mead abutting upon *Montgomery* mead, and all those five acres of *Xandale* valley, and a mead-plot adjoining to *Yar* close, and one piece of land containing by estimation one acre in *Zell* mead, be the same more or less, by *Axton* field, and one piece of land containing by estimation one acre, in the same field, some time *Mr. Brown's* and all that mead called *Gleden* mead, and all that close called *Dyle's* close, over against the vicarage-house towards the north, and all those four acres of land in *Enden* field, some time in the occupation of *Felix Fish* [here follow more parcels]; and also all the tithes of corn and grain now or some time appertaining, incident or belonging to the rectory or parsonage of *Pepes* in the said county of *Montgomery*, throughout the whole parish of *Pepes* aforesaid, and all that close or parcel of arable or pasture ground containing by estimation four acres, lying and being in the said parish of *Pepes*, heretofore purchased of one *Guy Gill*, and abutting upon the highway west

the agreement of the intended husband, the docking the entail, and settling the estates.

The trustee, and father and daughters grant and release.

The parcels.

General words.

[here follow more parcels]; all which said messuages, lands, hereditaments and premises, now are or late were in the several tenures, possessions or occupations of *Hugh Hall*, *John Tell* and the said *Abel Alkin*, or some of them, their or some of their assigns, lessees or under-tenants; and all houses, out-houses, barns, stables, edifices, buildings, commons, common of pasture, woods, under-woods, hedges, hedgerows, ditches, fences, ways, passages, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever to the said messuages, lands, tithes, hereditaments and premises, hereby or mentioned to be hereby granted and released, every or any part thereof belonging or appertaining, or therewith or with any part thereof used, occupied or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, or of any part thereof; and also all other the freehold messuages, lands, tenements, tithes and hereditaments whatsoever of the said *Abel Alkin*, *Dorothy Alkin* and *Esther Alkin*, every or any of them, whereof or wherein they or any of them, or any person or persons in trust for them or any of them, is or are seised of any estate of freehold and inheritance in possession, reversion, remainder, or expectancy, situate, lying or being in the several parishes of *Pepes*, *Quenn*, *Yar*, *Reynes*, and *Loke* aforesaid, every or any of them, in the said county of *Montgomery*, with their and every of their appurtenances (all which said messuages, lands, tenements, tithes, hereditaments and premises hereby or mentioned to be hereby granted and released, are now in the actual possession of the said *Humphrey Harris* and *James Alkin*, by virtue of a bargain and sale to them thereof made by the said *Abel Alkin*, *Dorothy Alkin*, and *Esther Alkin*, and *Fulk Foot*, for the term of one whole year, in consideration of 5 s. to them paid by the said *Humphrey Harris* and *James Alkin*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said *Abel Alkin*, *Dorothy Alkin*, *Esther Alkin* and *Fulk Foot*, and of each and every or any of them, of, in, to or out of the said hereby granted and released messuages, lands, tenements, tithes, hereditaments and premises, every or any of them, or any part or parcel thereof; to have and to hold the said messuages, lands, tenements, tithes, hereditaments, and all and singular other the premises hereby, or mentioned or intended to be hereby granted and released, with their and every of their appurtenances, unto the said *Humphrey Harris* and *James Alkin*, their heirs and assigns for ever; to the use and behoof of the said *Abel Alkin*, *Dorothy Alkin* and *Esther Alkin*, and their heirs, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then to such uses, upon

Bargain, &c.
for a year mentioned.

Adendum

to the use of the
grantors till the
marriage.

upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after limited, expressed and declared of and concerning the same respectively; that is to say, to the use and behoof of the said *Abel Alkin* and his assigns; for and during the term of his natural life; without impeachment of or for any manner of waste; and from and after his decease, then as to, for and concerning one full moiety or half part of all the said hereby or mentioned to be hereby granted and released messuages, lands, tenements, tithes, hereditaments and premises, with their appurtenances, to the use and behoof of the said *Dorothy Alkin*, and of the heirs of her body lawfully issuing; and for default of such heirs, then to the use and behoof of the said *Esther Alkin*, and of the heirs of her body lawfully issuing; and for default of such heirs, then to the use and behoof of the said *Abel Alkin*, and of his heirs and assigns for ever. And as to, for and concerning the other moiety or half part of all the same messuages, lands, tenements, tithes, hereditaments and premises, with their appurtenances, to the use and behoof of the said *Esther Alkin* and her assigns, for and during the term of her natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of the said *Humphrey Harris* and *James Alkin*, and their heirs, during the natural life of the said *Esther Alkin*, in trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions as the case shall require; yet nevertheless to permit and suffer the said *Esther Alkin*, and her assigns during her natural life to receive and take the rents and profits thereof and of every part thereof; to and for her and their own use and benefit. And from and after the decease of the said *Esther Alkin*, then (in case the said *Charles Carr* her intended husband shall her survive, having had issue by her one or more child or children born alive and not otherwise) to the use and behoof of him the said *Charles Carr* and his assigns, for and during the term of his natural life. And from and after the determination of the several uses and estates herein before limited, and as the same shall respectively end and determine, then to the use and behoof of all and every such one or more of the children of the said *Charles Carr* on the body of the said *Esther* his intended wife to be begotten; and for such estate and estates, and in such parts and proportions, and with and under such restrictions and limitations, and in such manner and form, with or without power of revocation, as they the said *Charles Carr* and *Esther* his intended wife shall at any time or times during their joint lives; by any deed or deeds, or writing or writings under both their hands and seals; attested by two or more credible witnesses; direct, limit or appoint. And in default of such direction; limitation and appointment; or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine; and

Then to the use of the husband for life, *sans waste*.

Then, as to a moiety, to the use of the eldest daughter (one of the grantors) in tail; remainder to the use of the other daughter (who is the other grantor, and the intended wife) in tail; remainder to the father in fee.

And as to the other moiety, to the use of the intended wife for life, *sans waste*; then to trustees, to support; &c.

Then (if the husband survive her, having had issue born alive) to his use for life;

remainder to the use of all the children of the marriage, in proportions, &c. as husband and wife shall appoint.

In default thereof.

as the survivor
shall appoint.

In default there-
of,

to the use of the
first and other
sons successively
in tail general;

remainder to the
daughters as te-
nants in com-
mon in tail ge-
neral,

with cross re-
mainders be-
tween them.

Remainder to
the heirs of the
body of the wife;

as to such part or parts of the same moiety and premises whereof no such direction, limitation or appointment shall be made, then as the survivor of them the said *Charles Carr* and *Esther* his intended wife shall at any time or times during his or her life, by any deed or deeds, or writing or writings under his or her hand and seal, attested by three or more credible witnesses, or by his or her last will and testament in writing, to be by him or her signed, sealed and published in the presence of the like number of witnesses, direct, limit, give or appoint the same. And in default of all such direction, limitation, gift and appointment as aforesaid, or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine, and as to such part or parts of the same moiety and premises whereof no such direction, limitation, gift or appointment as aforesaid shall be made, to the use and behoof of the first son of the said *Charles Carr* on the body of the said *Esther* his intended wife to be begotten, and of the heirs of the body of such first son lawfully issuing; and for default of such issue, to the use and behoof of the second, third, fourth, fifth, sixth, seventh, and of all and every other the son and sons of the said *Charles Carr* on the body of the said *Esther* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs of his body issuing being always preferred, and to take before the younger of such son and sons, and the heirs of his and their body or bodies issuing; and for default of such issue, then to the use and behoof of all and every the daughter and daughters of the said *Charles Carr* on the body of the said *Esther* his intended wife to be begotten, to be equally divided between them (if more than one) share and share alike, to take as tenants in common and not as joint-tenants, and of the several and respective heirs of the body and bodies of all and every such daughter and daughters lawfully issuing; and in case one or more of such daughters shall happen to die without issue of her or their body or bodies, then as to the share or shares of her or them so dying without issue, to the use and behoof of the survivors or survivor, or others or other of them, to be equally divided between them (if more than one) share and share alike, to take as tenants in common and not as joint-tenants, and of the several and respective heirs of the body and bodies of such survivors or survivor, or others or other of them lawfully issuing; and in case all such daughters but one shall happen to die without issue of their bodies, or if there shall be but one such daughter, then to the use and behoof of such surviving or only daughter, and to the heirs of her body lawfully issuing; and for default of all such issue, then to the use and behoof of the heirs of the body of her the said *Esther* *Alkin* lawfully issuing; and for default of such heirs, then to the

the use and behoof of the said *Dorothy Alkin*, and of the heirs of her body lawfully issuing; and for default of all such heirs, then to the use and behoof of the said *Abel Alkin*, and of his heirs and assigns for ever. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Abel Alkin*, *Dorothy Alkin*, and *Charles Carr*, and *Esther Alkin* his intended wife, respectively, as and when they shall respectively come into and be in the actual possession of the said messuages, lands, tithes, hereditaments, and premises, or any part or parts thereof, by virtue of these presents, and of the uses, and limitations herein before contained, by indenture under their respective hands and seals, to demise or lease the same premises, or such part or parts thereof whereof they shall be then in the actual possession as aforesaid, or any part or parts thereof, unto any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy; so as upon every such lease there be reserved and made payable, during the continuance thereof respectively, the most and best improved yearly rent that can reasonably be had or obtained for the same, without taking any sum or sums of money or other thing by way of fine or income, for or in respect of such lease or leases; and so as none of the said leases be made dishonourable of waste, by any express words therein; and so as in every such lease there be reserved and contained a clause of re-entry, for non-payment of the rent or rents to be thereby respectively reserved; and so as the lessee and lessees, to whom such lease and leases shall be made, seal and deliver counterparts of such lease and leases; any thing herein contained to the contrary notwithstanding. And in consideration of the said intended marriage, and for other the considerations, ends and purposes aforesaid, the said *Abel Alkin*, *Dorothy Alkin*, and *Esther Alkin*, do hereby for themselves severally and respectively, and for their several and respective heirs, covenant promise and grant, to and with the said *Humphrey Harris*, and *James Alkin*, their heirs, executors and administrators, that they the said *Abel Alkin*, *Dorothy Alkin* and *Esther Alkin*, shall and will as of *Trinity* term now last past, or before the end of *Michaelmas* term now next ensuing, acknowledge and levy before his Majesty's justices of the court of common pleas at *Westminster* one or more fine or fines upon conuzance of right, as that, &c. whereupon proclamation shall and may be had and made, according to the form of the statute in that case made and provided, and the usual course of fines in such cases accustomed, unto the said *Humphrey Harris* and *James Alkin*, and the heirs of one of them, of all the said messuages, lands, tenements, tithes, hereditaments and premises herein before granted and released, or mentioned so to be, with their appurtenances, by such apt and convenient names, quantities, qualities, numbers of acres, and other descriptions to ascertain the same as shall be thought meet; which said fine or

remainder to other sister in tail general; remainder to the father in fee.

A leasing power to the parties in possession.

with restrictions as to the term.

Possession.

Improved rent.

No fine, not *sum waste*.

Re-entry for non-payment. Lessees to execute counterparts.

The grantors covenant to levy a fine.

to enure to the
uses of this set-
tlement.

The grantors co-
venant for quiet
enjoyment.

against any
claiming under
them, or a cer-
tain ancestor.

free from incum-
brances.

finer so as aforesaid, or in any other manner, or at any other time or times levied, or to be levied and acknowledged, and all and every other fine and fines, common recovery and recoveries, conveyances and assurances in the law whatsoever, heretofore had, made, levied, acknowledged, executed or suffered, or hereafter to be had, made, levied, acknowledged, executed, or suffered of the same messuages, lands, tenements, tithes, hereditaments and premises, or any of them, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them are or shall be parties or privies, shall be and enure, and shall be adjudged, deemed, construed and taken, and so are and were meant and intended, to be and enure, and are hereby declared and agreed by and between all the said parties to these presents, to be and enure, and the conusee and conusees in the said fine or fines named or to be named, and his and their heirs, shall stand and be seised of the same messuages, lands, tenements, tithes, hereditaments, and premises, and of every part thereof, with their appurtenances, to and for the several uses, intents and purposes, upon the trusts, and under and subject to the proviso and agreements herein before limited, expressed and declared of and concerning the same respectively, and to, for or upon no other use, trust, intent or purpose whatsoever. And the said *Abel Alkin*, *Dorothy Alkin* and *Esther Alkin*, do hereby for themselves severally and respectively, and for their several and respective heirs, executors and administrators, farther covenant, promise, grant and agree, to and with the said *Humphrey Harris* and *James Alkin*, their heirs, executors, administrators and assigns, in manner following; that is to say, that all and every the said messuages, lands, tenements, tithes, hereditaments and premises herein before granted and released, or mentioned so to be, with their appurtenances, shall or lawfully may from time to time, and at all times hereafter, remain, continue and be, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the proviso and agreements herein before limited, expressed and declared of and concerning the same respectively; and shall and may be peaceably and quietly had, held and enjoyed accordingly, without the lawful let, suit, trouble, denial, eviction or interruption of or by them the said *Abel Alkin*, *Dorothy Alkin* and *Esther Alkin*, or any of them, their or any of their heirs or assigns, or of or by any other person or persons lawfully claiming or to claim, from, by or under, or in trust for them or any of them, or from, by or under *Abel Alkin* deceased, late father of the said *Abel Alkin* party hereto, or any of the ancestors of him the same *Abel Alkin*; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *Abel Alkin* party hereto, *Dorothy Alkin* and *Esther Alkin* respectively, or their respective heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts,

grants,

grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, entails, estate, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered by them the said *Abel Alkin* party hereto, *Dorothy Alkin*, *Esther Alkin*, and *Abel Alkin* deceased, or any of them, their or any of their heirs or assigns, or any other of the ancestors of the said *Abel Alkin* party hereto, or by any other person or persons lawfully claiming or to claim, from, by or under, or in trust for them or any of them. And moreover, ^{and for farther assurances.} that they the said *Abel Alkin*, party hereto, *Dorothy Alkin* and *Esther Alkin* respectively, and their respective heirs, and all other persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, at law or in equity, of, in, to or out of the same messuages, lands, tenements, tithes, hereditaments and premises, or any of them or any part thereof, from, by, or under, or in trust for them respectively, or from, by or under the said *Abel Alkin* deceased, or any other of the ancestors of the said *Abel Alkin* party hereto, shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *Humphrey Harris* and *James Alkin*, or either of them, their or either of their heirs, executors or administrators, but at the costs and charges of the said *Abel Alkin*, party hereto, *Dorothy Alkin*, and *Charles Carr* and *Esther* his intended wife, or some or one of them, or their or some one of their heirs, executors or administrators, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all such farther and other lawful and reasonable acts, deeds, conveyances and assurances in the law whatsoever, for the farther, better, more perfect and absolute granting, conveying, settling and assuring of the same messuages, lands, tenements, tithes hereditaments and premises, with their appurtenances, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the proviso and agreements herein before limited, expressed and declared of and concerning the same respectively, be the same by fine, feoffment, common recovery, for otherwise howsoever, as by the said *Humphrey Harris* and *James Alkin*, or either of them, their or either of their heirs, executors or administrators, or their or either or any of their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his, her, or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable, for making or doing thereof, to go or travel above five miles from his or their then respective dwellings or places of abode. And for the considerations aforesaid, the said *Abel Alkin* party hereto, doth hereby for himself, his heirs, executors and administrators,

The father covenants to surrender a copyhold to the use of himself for life; remainder to his daughters as tenants in common, in fee; or to permit it to descend to them.

The trustee in the former settlement covenants that he hath not done any thing to incumber.

The intended husband covenants,

that if the wife, or a child, &c. beliving at his death,

his personal estate shall go among them, according to the custom of London.

farther covenant, promise, grant and agree, to and with the said *Humphrey Harris* and *James Alkin*, their heirs, executors and administrators, that he the same *Abel Alkin* shall and will some time during his natural life, at his own costs and charges surrender, or cause to be surrendered into the hands of the lord of the manor of *Kenner* in the said county of *Montgomery*, according to the custom of the same manor, all that copyhold or customary tenement or cottage with the appurtenances, in *Lake* aforesaid, to the use and behoof of himself the said *Abel Alkin* party hereto, for the term of his natural life; and from and after his decease, to the use and behoof of the said *Dorothy Alkin* and *Esther Alkin* his daughters, equally to be divided between them, share and share alike, as tenants in common and not as joint tenants, and of their several and respective heirs and assigns for ever; or otherwise, that the same *Abel Alkin* shall and will, at the time of his decease, leave, or permit and suffer the said copyhold tenement or cottage, with the appurtenances, to descend and come unto and betwixt his said two daughters, as his heirs at law, according to the custom of the aforesaid manor. And the said *Fulk Foot* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Humphrey Harris* and *James Alkin*, their heirs, executors and administrators, that he the said *Fulk Foot* hath not heretofore done or committed any act, matter or thing whatsoever, whereby or by means whereof the premises herein before granted and released, or any of them, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge estate, or otherwise howsoever. And this indenture farther witnesseth, that in consideration of the said intended marriage, and of the settlement and provision herein before made, or mentioned or intended to be made upon and for the said *Charles Carr* and *Esther* his intended wife, and the children and issue between them to be begotten, and for making some provision on the part of the said *Charles Carr*, for the better support and maintenance of the said *Esther Alkin* his intended wife, and the children and issue between them to be begotten, the said *Charles Carr* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Abel Alkin* party hereto, and *James Alkin*, their executors and administrators, in manner following; that is to say, that in case (after the said intended marriage had) the said *Esther Alkin* or any child or children of her body by the said *Charles Carr* her intended husband to be begotten, shall be living at the time of his decease, or afterwards born alive, then and in such case all and every the personal estate whereof he the said *Charles Carr* shall be possessed, or whereto he shall be intitled at law or in equity at the time of his decease, shall (with respect to, and for the benefit of her the said *Esther Alkin*, and such child or children as aforesaid) be subject to, and be distributed and distributable according to the ancient and laudable custom of the city of

of London, and that notwithstanding the late act of parliament made and passed in the eleventh year of the reign of his late majesty king George the First [intituled, an act for regulating elections within the city of London, and for preserving the peace, good order and government of the said city] or any matter, clause or thing therein contained, the said ancient and laudable custom of the said city of London shall, with respect to the said personal estate of him the said Charles Carr, be revived and take place, that she the said Esther Alkin, and the child or children of the said intended marriage, and each and every of them shall respectively be intituled unto, and have, claim, receive, take and enjoy, to and for her and their own respective use and benefit, such and the like parts, shares and proportions, of and in the said personal estate of him the said Charles Carr as she and they respectively should and would have been intituled unto, or might have claimed, received, taken or enjoyed, as the widow, and child or children of a freeman of the said city of London, by virtue of the said ancient custom of the same city, as fully and effectually, to all intents and purposes, as if the said late act of parliament had never been made or passed. In witness, &c.

notwithstanding
statute 11 Geo. 1.

A marriage-settlement, in which the whole portion, No. 7. given by a grandfather, and father deceased, and a living grandmother, is paid to trustees, to purchase lands, to be settled to the uses, &c. in this settlement. Grant of parcels by variety of descriptions, to make a tenant to the præcipes. Covenant for two recoveries: their uses declared. Several terms created for pin-money, jointure, portions, &c. for younger children, or daughters, if no son (these three last in one); and leasing powers, with a view to building-leases. Provisions about the money and trustees. N. B. No limitations to son.

THIS indenture quadrupartite, made the eighth day of November anno Domini 1732, and in the sixth year of the reign of our sovereign lord George the second, by the grace of God, king of Great Britain, &c. between Arthur Allen of, &c. esq; second and youngest son of Bryan Allen of, &c. esq; by Cecilia Allen his late wife, both deceased, and grandson of Diana Deal late of, &c. (late mother of the said Cecilia Allen) also deceased, of the first part, Bryan Allen of, &c. (elder brother of the said Arthur Allen) and Edward Eades of, &c. esq; of the second part, Francis Eades of, &c. esq; (younger brother of

The parties.

of

The intended marriage re-
gited.
And that the
lady is intitled
to a certain sum
under her grand-
father's will,
and to another
sum out of her
father's estate.

And that her
grandmother has
agreed to give a
farther sum.

And that it has
been agreed that
the whole por-
tion be paid to
trustees, upon
trusts after de-
clared.

In consideration
of the marriage,
and of the se-
veral sums mak-
ing the portion,

of the said *Edward Eades*) and *Gilbert Gill* of *Hinton* in the county of *Kent* esq; of the third part, and *Lucy Lant* of, &c., widow, and *Mark Moor* of, &c. esq; (two of the acting ex-ecutors of *Nahum Lant* of, &c. esq; deceased, and which said *Mark Moor* is also surviving executor of the last will and tes-tament of *Edward Eades* of, &c. esq; also deceased) and *Olivia Eades*, grand-daughter of the said *Lucy Lant*, and one of the daughters of the said *Edward Eades* deceased, and one of the sisters of the said *Edward Eades* party hereto, and *Francis Eades*, of the fourth part. Whereas a marriage is intended to be shortly had and solemnized between the said *Arthur Allen* and the said *Olivia Eades*; and whereas the said *Olivia Eades* is intituled to the sum of 15000 *l.* of lawful money of *Great Britain*, out of the personal estate of the said *Nahum Lant*, being a legacy by him bequeathed to her in and by his last will and testament, to be paid to her at her age of eighteen years or day of marriage, which should first happen; and the said *Olivia Eades* is likewise intituled to the sum of 9000 *l.* of like money, out of the estate of the said *Edward Eades* deceased, her late father, by virtue of or under his last will and testament, or by survivorship or otherwise. And whereas in prospect and consideration of the said intended marriage, and in consideration of the settlement and provision herein after made and agreed to be made, upon and for the said *Olivia Eades*, and the younger children and daughters of the said intended marriage, in manner herein after expressed (the eldest son for the time being of the said *Arthur Allen* being already otherwise amply provided for) she the said *Lucy Lant* hath agreed, by and out of her own monies and estate, to advance and give with the said *Olivia Eades* the sum of 16000 *l.* of like money, in order to compleat and make up the said two several sums of 15000 *l.* and 9000 *l.* (to which the said *Olivia Eades* is intituled as aforesaid) the full sum of 40000 *l.* as and for her marriage-portion. And whereas it hath been agreed by and between the said *Lucy Lant*, *Arthur Allen* and *Olivia Eades*, that the said three several sums of 15000 *l.* 9000 *l.* and 16000 *l.* should be paid into the hands of the said *Francis Eades* and *Gilbert Gill*, upon the trusts, and for the purposes herein after mentioned, expressed and declared of and concerning the same: now this indenture witnesseth, that in consideration of the said intended marriage, and of the sum of 15000 *l.* of lawful money of *Great Britain* (part of the personal estate of the said *Nahum Lant*) by the said *Lucy Lant* and *Mark Moor* (in full for the said legacy of 15000 *l.* bequeathed to the said *Olivia Eades* by the said *Nahum Lant* as aforesaid) and of the sum of 9000 *l.* of like money by the said *Mark Moor* (in full for the said sum of 9000 *l.* to which the said *Olivia Eades* is intituled out of the estate of the said *Ed-ward Eades* deceased, as aforesaid) and of the sum of 16000 *l.* of like money, by the said *Lucy Lant* (out of her own monies and estate) unto the said *Francis Eades* and *Gilbert Gill*, all in hand well and truly paid at or before the enscaling and delivery of these presents,

presents, with the privity and consent of the said *Arthur Allen*
 and *Olivia Eades* (testified by their being parties to, and their
 sealing and delivery of these presents) to be by them the said
Francis Eades and *Gilbert Gill* applied and disposed of, upon the
 trusts and for the purposes herein after mentioned, expressed and
 declared of and concerning the same; the receipt and payment
 of which said several sums of 15000 *l.* 9000 *l.* and 16000 *l.* ac-
 cordingly (making together the said sum of 40000 *l.* the marriage-
 portion of the said *Olivia Eades*) they the said *Francis Eades* and
Gilbert Gill do hereby acknowledge, and thereof and of every part
 thereof they the said *Arthur Allen* and *Olivia Eades* do, and each
 of them doth acquit, release and discharge the said *Lucy Lant* and
Mark Moor respectively, and their respective heirs, executors and
 administrators, and the heirs, executors and administrators of
 the said *Nahum Lant* deceased, and *Edward Eades* deceased, re-
 spectively for ever; and for making a provision and settlement by
 way of rent-charge upon and for the said *Olivia Eades* for her
 life, for her jointure, in case (after the said intended marriage)
 she shall happen to survive the said *Arthur Allen* her intended
 husband; and for making some provision for the portions and
 maintenance of the younger children and daughters of the said
 intended marriage, and also some provision for the separate use of
 the said *Olivia Eades*, during the joint lives of her and the said
Arthur Allen her intended husband; and for docking and bar-
 ring all estates tail, and all reversions and remainders thereupon
 expectant or depending, of and in the hundred, manors, rec-
 tory, advowsons, messuages, docks, buildings, lands, tene-
 ments, wood-grounds and hereditaments, herein after granted
 and released, or mentioned so to be, or any of them, and for set-
 tling, limiting and assuring the same, to such uses, upon such
 trusts, and to and for such intents and purposes, and under and
 subject to such provisos, limitations and agreements as are herein
 after mentioned, expressed and declared of and concerning the
 same. And for and in consideration of the sum of 10 *s.* of like
 money, to the said *Arthur Allen* in hand paid by the said *Francis*
Eades and *Gilbert Gill*, at or before the execution of these pre-
 sents, the receipt whereof is hereby acknowledged, he the said
Arthur Allen hath granted, bargained, sold, released and confirmed,
 and by these presents doth grant, bargain, sell, release and con-
 firm, unto the said *Francis Eades* and *Gilbert Gill*, their heirs
 and assigns, all that the hundred of *Parrow*, lying and being in
Parrow, or elsewhere in the county of *Rutland*; and all that the
 manor of *Parrow*, with its rights, royalties, members and ap-
 purtenances in *Parrow* aforesaid, or elsewhere in the same county;
 and all that the rectory and parsonage impropriate of *Parrow* in
 the same county, together with the advowson, donation, and
 free disposition and right of patronage and presentation, of, in
 and to the vicarage of *Parrow* aforesaid; and also all those the
 manors of *Sandford*, *Tetford* and *Villard*, with their respective
 rights, royalties, members and appurtenances in *Parrow* afore-
 said,

and for making
 a jointure by
 way of rent-
 charge, and for
 providing por-
 tions and main-
 tenances for
 younger chil-
 dren, &c. and
 for barring
 estates-tail,
 and settling,
 &c.

The husband
 grants releases,
 &c. to trustees.

The parcels.

said, or elsewhere in the said county of *Rutland*; and also all that the manor of *Wendon*, with the rights, royalties, members and appurtenances thereof, in *Wendon*, or elsewhere in the same county; and all those the advowsons, donations, free dispositions, and rights of patronage and presentation, of, in and to the churches of *Wendon* and *Yarton* in the same county; and all messuages, farms, demesne lands, lands, grounds, meadows, pastures, tithes and hereditaments whatsoever, to the said hundred, manors, rectory and premises, every or any of them belonging or appertaining, or with them or any of them used or enjoyed, or reputed, taken or known, as part, parcel or member of them, or any of them; all which said farms, lands, grounds, hereditaments and premises, contain together in the whole by estimation nine thousand acres, more or less, and now are or late were in the several tenures, possessions or occupations of *Zacheus Zouch*, *Abel Archer*, *Bruen Bray* and *Cyril Coe* [here the names of more tenants] and of him the said *Arthur Allen*, or some of them, their or some of their assigns, lessees or under-tenants, or of some other person or persons, as tenant or tenants of him the said *Arthur Allen*, at and under several yearly rents, amounting together in the whole to the yearly sum of 2100 *l.* or thereabouts; all which said messuages, farms, lands, tenements, tithes, hereditaments and premises, are situate, lying and being, arising, coming, growing, happening or renewing in or within the several towns, parishes, fields, precincts or territories of *Parrow*, *Sandford*, *Tedford*, *Villard*, *Wendon* and *Yarton*, and some or one of them in the said county of *Rutland*, or in some other parish or parishes to them or some of them near or adjoining; and also all those coppices, woods and wood-grounds, with their appurtenances, lying and being in *Sandford*, *Tedford*, and *Parrow* aforesaid, some or one of them, containing together in the whole by estimation one thousand acres, more or less, and now in the tenure or occupation of him the said *Arthur Allen*, his assigns, lessees or under-tenants; and all timber-trees and other trees, woods and underwoods, standing, growing or being, or to stand, grow or be, in or upon the same wood-grounds, every or any of them; and also all messuages, buildings, gardens, orchards, lands, meadows, pastures, commons, wastes, waste-grounds, tithes, trees, woods, underwoods, rents, reversions, services, courts, perquisites and profits of courts, views of frankpledge, reliefs, escheats, heriots, fines, amercements, goods and chattels of felons and fugitives, felons of themselves, and outlawed persons, deodands and waifs, estrays, mines, quarries, and all other rights, royalties, jurisdictions, preeminences, liberties, privileges, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said hundred, manors, rectory, messuages, farms, lands, tenements, tithes, wood-grounds, hereditaments and premises, every or any of them belonging or in any wise appertaining, or with them or any of them used, occupied, possessed or enjoyed,

or

More parcels.

General words.

or accepted, reputed, taken or known, as part, parcel or member of them, or any of them; all which said hundred, manors, rectory, advowson, messuages, lands, tenements, hereditaments, and other the premises, were lately purchased at the request and with the approbation of the said *Arthur Allen*, by and in the name of the said *Gilbert Gill* his guardian, of and from the said *Bryan Allen* his elder brother, for the sum of 70000*l.* part of the personal estate late of the said *Diana Deal*, and the produce thereof, and were immediately thereafter settled, conveyed and limited by the said *Gilbert Gill*, to the use of the said *Arthur Allen* and the heirs of his body, with remainders over, pursuant to and according to the directions of the said *Diana Deal*, in and by her last will and testament in that behalf expressed and contained; and also all other the manors, messuages, farms, lands, tenements, wood-grounds, and hereditaments whatsoever, late of the said *Bryan Allen*, and now of him the said *Arthur Allen*, situate, lying or being in the said several towns, parishes or places herein before named, in the said county of *Rutland*, every or any of them, or elsewhere in the same county, with their and every of their rights, privileges, members and appurtenances; and also all that the manor or farm called by the name of the manor of *Denton's*, with the rights, royalties, liberties, privileges and appurtenances thereof, or thereunto belonging or appertaining, or therewith used or enjoyed, in *Eden* or elsewhere in the county of *Flint*, and all messuages, lands, tenements, rents and hereditaments whatsoever, to the same manor or farm belonging or appertaining, or therewith used or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof; and also all that slip of ground, with the appurtenances, called or known by the name of *Denton's*, containing by estimation ten acres, more or less, lying and being in *Ganden* in the said county of *Flint*, and some time heretofore in the tenure of *Hector Harris*, his assigns, lessees or under-tenants; which said manor or farm, messuages, lands, hereditaments and premises in the said county of *Flint*, were purchased by the said *Diana Deal*, to her and her heirs, of and from *John Joy* esq; in the year of our Lord 1699, and were by her, in and by her said last will and testament, directed to be settled (among other lands and hereditaments, upon or to the use of the said *Arthur Allen* and the heirs of his body, with remainders over, and were lately so settled accordingly by the said *Gilbert Gill* the surviving trustee in the said will named) and now are or late were in the several tenures, possessions or occupations of *Kenelm Keate*, *Lewis Lane*, *Mary Moor* and *Olimpia Owen*, and the said *Arthur Allen*, or some of them, their or some of their assigns, lessees or under-tenants, or some other person or persons, as tenant or tenants to him the said *Arthur Allen*, at and under several yearly rents, amounting together to the yearly sum of 300*l.* or thereabouts, over and above the yearly quit-rents of the said last mentioned manor, amounting together to the yearly sum of 1*l.* 10*s.* 6*d.* or thereabouts; and also all other the messuages,

More parcels.

General words.

messuages, farms, lands, grounds and hereditaments whatsoever, late of the said *Diana Deal*, and now of him the said *Arthur Allen*, or whereof or wherein he or any person or persons in trust for him is or are seised of any estate of freehold or inheritance, in possession, reversion, remainder or expectancy, situate, lying or being in *Eden* and *Ganden* aforesaid, or either of them, with their and every of their appurtenances; and also all that piece or parcel of ground lying and being in the parish of *Penton* in the said county of *Flint*, containing in all by estimation sixty acres, more or less, abutting east upon *Quendon's* hill, south upon land or ground some time heretofore in the occupation of *Richard Rich* shipwright, north and west upon a place or way called *Rendon Lane*, and also such foreland and ozier-ground now or late or heretofore to the same piece or parcel of ground belonging, or therewith used, letten or enjoyed, as lieth near *Quendon's* hill; and also all that or those now or late messuage or tenement and mill, and the lands and grounds therewith now or late or heretofore used or enjoyed in *Penton* aforesaid, as the same were late or some time heretofore in the tenure or occupation of *Simon Strut*; and all that messuage or tenement there late or heretofore in the tenure or occupation of *Titus Treby*, part of which said sixty acres of ground hath some time since been converted into a wet-dock for the benefit of shipping, and other part thereof into one or more rope-yard or rope-yards, and one or more yard or yards for shipwrights; and one or more dry-dock or dry-docks; and several other conveniences and accommodations for the benefit of the said dock; and upon other part of the said last mentioned piece or parcel of ground, and upon the ground and soil where the said last mentioned messuages and mill heretofore stood, or upon some part thereof are now erected, built, standing and being divers messuages; tenements or dwelling-houses, shops, warehouses, storehouses, and other erections and buildings; and other part of the said last mentioned piece or parcel of ground and premises hath been converted into divers yards and gardens, now held and enjoyed by the several tenants of the said several messuages and buildings; or some of them; and also all and every the messuages, tenements, or dwelling-houses, shops, sheds, storehouses, warehouses; and other edifices, erections and buildings, erected, built, standing or being in or upon the said last mentioned piece or parcel of ground and premises, every or any part thereof, and also the said wet-dock, rope-yards and shipwright-yards, and the gateway and water-gates, and all docks, launches, yards, wharfs, cranes; and other conveniences and appurtenances whatsoever thereunto belonging or appertaining, or therewith used or enjoyed, and also all yards, gardens, orchards, ways, waters, water-courses, liberties, privileges, profits, commodities, advantages, emoluments and hereditaments whatsoever; to the said piece or parcel of ground, messuages, dwelling-houses, buildings, wet-dock, yards, hereditaments; and other the said last mentioned premises, every or any part thereof, belonging or in any wise appertaining;

or

or therewith or with any part thereof used, occupied, possessed or enjoyed, or accepted, reputed, taken or known, as part, parcel or member thereof, which said wet-dock, and rope-yard or rope-yards, and parts of the said last mentioned premises, with their respective appurtenances, are now held and enjoyed by *Valentine Veal* and *Walter Wayne*, or their agents or assigns; at and under the yearly rent of 700*l.* and the said several messuages or dwelling houses, and the residue of the said ground, and other the said last mentioned premises, now are or late were in the several tenures, possessions or occupations of *Zacharias Zell*, *Austin Astry* and *Barnard Ball*, or some of them, their or some of their assigns, lessees or under-tenants; or of some other person or persons, as tenant or tenants to him the said *Arthur Allen*, at and under several yearly rents (many whereof are ground-rents, amounting together to the yearly sum of 200*l.* or thereabouts) all which said messuages, buildings, wet-dock, ground, hereditaments and premises in *Penton* aforesaid, were purchased by the said *Diana Deal*, to her and her heirs, of and from the said *Bryan Allen* deceased, and the said *Cecilia Allen* then his wife, by indentures of lease and release, bearing date respectively the first and second days of *October* 1704, and fine thereupon levied, and were by her in and by her said last will and testament directed to be settled (among other lands and hereditaments, upon or to the use of the said *Arthur Allen* and the heirs of his body, with remainders over) and were lately so settled accordingly by the said *Gilbert Gill* the said surviving trustee, in the said will named; and also all other the freehold messuages, buildings, docks, wharfs, ground, and hereditaments whatsoever, late of the said *Diana Deal*, and now of him the said *Arthur Allen*, or whereof or wherein he, or any person or persons in trust for him; is or are seised, of any estate of freehold or inheritance, in possession, reversion, remainder or expectancy, situate, lying or being in *Penton* aforesaid, in the said county of *Flint*, with their and every of their appurtenances (all which said hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, hereby, or mentioned to be hereby granted and released, with their appurtenances, are now in the actual possession of the said *Francis Eades* and *Gilbert Gill*, by virtue of a bargain and sale to them thereof made by the said *Arthur Allen*, for the term of one whole year, in consideration of 5*s.* to him paid by the said *Francis Eades* and *Gilbert Gill*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided) and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part thereof; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of him the said *Arthur Allen*, of, in, to or out of the said hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-

Bargain, &c. for
a year men-
tioned.

*Habendum*to the grantees,
&c.to make them
tenants of the
freehold,that common
recoveries may
be suffered, as
after mentioned.The manner
directed.

wood-grounds, docks, hereditaments and premises, hereby, or mentioned to be hereby granted and released, or any of them, or any part or parcel thereof; to have and to hold the said hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments, and all and singular other the premises, hereby, or mentioned to be hereby granted and released, with their and every of their appurtenances, unto the said *Francis Eades* and *Gilbert Gill*, their heirs and assigns, to the use and behoof of them the said *Francis Eades* and *Gilbert Gill*, and of their heirs and assigns; to the intent and purpose, that by virtue of these presents they the said *Francis Eades* and *Gilbert Gill* may be perfect tenants of the freehold of the same hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, to the end that several good and perfect common recoveries may be thereby had and suffered, in such manner as is herein after mentioned. For which purpose it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Bryan Allen* and *Edward Eades*, or the survivor of them, at the costs and charges of the said *Arthur Allen*, before the end of *Michaelmas* term now next ensuing, to sue forth and prosecute out of his majesty's high court of chancery two several writs of entry *sur disseisin en le poſt*, returnable and to be returned before his majesty's justices of the court of common pleas at *Westminster*, thereby respectively demanding, by apt and convenient names, quantities, qualities, numbers of acres, and other descriptions, the same hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, against the said *Francis Eades* and *Gilbert Gill*, or the survivor of them; to which said writs of entry they the said *Francis Eades* and *Gilbert Gill*, or the survivor of them, shall appear *gratis* in their or his own proper persons or person, or by their or his attorney or attornies thereto lawfully authorized, and vouch over to warranty the said *Arthur Allen*, who shall also *gratis* appear in his own proper person, or by his attorney or attornies thereto lawfully authorized, and enter into the warranty and vouch over to warranty the common vouchee of the same court, who shall also appear, and after imparlance make default, so as judgment shall and may be thereupon had and given for the said *Bryan Allen* and *Edward Eades*, or the survivor of them, to recover the same hundred, manors, rectory, advowsons, messuages, farms, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, against the said *Francis Eades* and *Gilbert Gill*, or the survivor of them, and for them or the survivor of them to recover in value against the said *Arthur Allen*, and for him the said *Arthur Allen* to recover in value against the said common vouchee; and that execution shall and may be thereupon had and awarded accordingly, and all and every other act and thing done and executed, needful and requisite

requisite for the suffering and perfecting such common recoveries, with vouchers as aforesaid. And it is hereby declared and agreed by and between all the said parties to these presents, that from and after the suffering and perfecting of the said common recoveries so as aforesaid, or in any other manner, or at any other time or times to be suffered, as well these presents, and the conveyance and assurance hereby made, as also the said common recoveries, and all and every other common recovery and recoveries, fines, conveyances and assurances in the law whatsoever, heretofore had, made, levied, suffered or executed, or hereafter to be had, made, levied, suffered or executed of the same hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, or any of them or any part thereof, by or between the said parties to these presents or any of them, or whereunto they or any of them are or shall be parties or privies, shall be and enure, and shall be adjudged, deemed, construed and taken, and so are and were meant and intended to be and enure, and the recoveror or recoverors in the said recoveries named or to be named, and his and their heirs, shall stand and be seised of the same hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, and every of them, and of every part and parcel thereof, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, limitations and agreements as are herein after limited, expressed and declared of and concerning the same; that is to say, to the use and behoof the said *Arthur Allen* and his heirs, until the said intended marriage shall be had and solemnized (if not solemnized before the perfecting the said common recoveries). And from and after the solemnization of the said intended marriage, and perfecting the said common recoveries, then to the use and behoof of the said *Bryan Allen* and *Edward Eades*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of two hundred years from thence next ensuing, and fully to be compleat and ended, if they the said *Arthur Allen* and the said *Olivia Eades* shall both of them so long jointly live, upon the trusts, and subject to the provisos and agreements herein after mentioned, expressed and declared of and concerning the same term. And from and after the end, expiration, or other sooner determination of the said term of two hundred years, determinable as aforesaid, and subject thereto, and to the trusts thereof, to the use and behoof of the said *Arthur Allen* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste. And from and immediately after his decease, then to the use, intent and purpose, that the said *Olivia Eades* his intended wife (in case she shall him survive) shall and may yearly and every year, during the term of her natural life, have, receive and take thereout one annuity, yearly rent or sum of 4000*l.* of lawful money of *Great Britain*, free and clear of and from all

The uses of the recoveries declared.

To the husband in fee, till the marriage.
Then to trustees for a term, if husband and wife so long live,

upon trusts after declared.

Then, subject to the term to the use of the husband for life, *sans waste.*

Then to the use that the wife may have a certain rent, free of taxes,

for her jointure,
and in bar of
dower,

payable quar-
terly.

On non-pay-
ment within
certain days,
power to dis-
train, &c.

And on non-
payment by a
farther day,
power to enter
and enjoy,

until payment,
with charges.

taxes, charges and deductions whatsoever, parliamentary or otherwise; the same annuity or yearly rent to be in full for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law, which she can or may have or claim, of, in, to or out of all and every or any the manors, messuages, lands or hereditaments, whereof or wherein the said *Arthur Allen* her intended husband now is, or at any time hereafter during the coverture between them shall be seised, of any estate of freehold and inheritance; and which said annuity, yearly rent or sum of 4000*l.* shall be paid and payable to her the said *Olivia Eades* and her assigns at or in the common dining-hall of *Lincoln's Inn* in the county of *Middlesex*, at the four most usual feasts or days of payment in the year, that is to say, the feasts of the annunciation of the blessed Virgin *Mary*, the nativity of *St. John* the baptist, *St. Michael* the archangel, and the birth of our Lord Christ, by even and equal portions; the first payment thereof to begin and be made on such of the said feasts or days of payment as shall first and next happen after the decease of the said *Arthur Allen*. And to this further use, intent and purpose, that in case the said annuity, yearly rent or sum of 4000*l.* or any part thereof, shall be behind or unpaid by the space of twenty-eight days next over or after any of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Olivia Eades* and her assigns, into and upon all and every the said hundred, manors, rectory, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, or into and upon any part thereof, to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away and impound, and in pound to detain and keep, or otherwise to dispose thereof according to due course of law, until she or they shall of the said annuity, yearly rent or sum of 4000*l.* and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof at the days and times in that behalf afore-mentioned, be fully satisfied and paid. Provided always, that in case the said annuity, yearly rent or sum of 4000*l.* or any part thereof, shall happen to be behind or unpaid by the space of forty days next over or after any of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded) then and so often it shall and may be lawful to and for the said *Olivia Eades* and her assigns, into and upon all and every the said hundred, manors, rectory, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, or into and upon any part or parts thereof, in the name of the whole, to enter, and the same to have, hold, possess and enjoy, and to receive and take the rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, until she or they shall be thereby and therewith, or otherwise fully satisfied and paid the said annuity, yearly rent or sum of 4000*l.* and all arrears

arrears thereof, and also so much and such part thereof as shall incur and grow due during the time of such her entry and possession, together with such costs, charges, damages and expences as shall be occasioned by non-payment of the said annuity, yearly rent or sum, at the days and times herein before for that purpose appointed. And as to the said hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises (subject to the said term of two hundred years, determinable as aforesaid, and the trust thereof, and to the said annuity, yearly rent or sum of 4000*l.* and such remedies for the same as aforesaid) from and immediately after the decease of the said *Arthur Allen*, to the use and behoof of the said *Francis Eades* and *Gilbert Gill*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of one thousand years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste: upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same term. And from and after the end, expiration, or other sooner determination of the said term of one thousand years, and subject thereto and to the trusts thereof, and also subject and charged and chargeable as aforesaid, to the use and behoof of the said *Arthur Allen*, and of his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And as to, for and concerning the said term of two hundred years determinable as aforesaid, herein before limited to the said *Bryan Allen* and *Edward Eades*, their executors, administrators and assigns, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them, upon the several trusts, and to and for the several intents and purposes, and subject to the proviso and agreements herein after mentioned, expressed and declared of and concerning the same term; that is to say, upon trust, and to the intent and purpose that they the said *Bryan Allen* and *Edward Eades*, their executors, administrators and assigns, shall and do yearly and every year, during the joint-lives of the said *Arthur Allen* and the said *Olivia Eades* his intended wife, by and out of the rents, issues and profits of the said hundred, manors, rectory, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, in the first place pay, or cause to be paid, the yearly sum of 1000*l.* of lawful money of Great Britain, free of all taxes and deductions, parliamentary or otherwise, on the four most usual feasts or days of payment in the year before mentioned, by even and equal portions, unto such person and persons, and for such uses and purposes as she the said *Olivia Eades* shall from time to time, notwithstanding her coverture, by any note or writing under her hand direct or appoint. And in default of, and until such direction and appointment, unto the proper hands of her the said *Olivia Eades*,

Then trust
for another
term, *sans waste*

upon trusts, &c.
after declared.

Then to the use
of the husband
in fee.

The trusts of the
first term declared.

During the
joint-lives of
husband and
wife,

to pay her a certain yearly sum,

for her separate
use;

and to permit
the husband to
take the over-
plus profits.

The trusts of the
second term de-
clared.

On non-pay-
ment of the
jointure at a
certain day,

to raise the
same, with
charges, &c.

for her own sole and separate use and benefit; whose receipts under her or their respective hands shall from time to time, notwithstanding her coverture, be sufficient discharges to the person or persons who shall so pay the same, for so much thereof for which such receipts shall be given; the first payment thereof to begin and be made on such of the same feasts as shall first and next happen after the solemnization of the said intended marriage. And upon this further trust, that they the said *Bryan Allen* and *Edward Eades*, or the survivor of them, his executors, administrators and assigns, shall and do permit and suffer the said *Arthur Allen* and his assigns to receive and take the residue and overplus of the rents and profits of the same premises (over and above so much thereof as shall be sufficient from time to time to pay and satisfy the said yearly sum of 1000*l.* as the same shall become due and payable, and all arrears thereof, and all costs and charges attending the execution of the aforesaid trusts of the said term of two hundred years, determinable as aforesaid) to and for his and their own use and benefit. And as to, for and concerning the said term of one thousand years, herein before limited to the said *Francis Eades* and *Gilbert Gill*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so to them limited, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, upon trust, and to the intent and purpose, that in case the aforesaid annuity, yearly rent or sum of 4000*l.* or any part thereof, shall happen to be behind and unpaid by the space of forty days next over or after any of the aforesaid feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Francis Eades* and *Gilbert Gill*, their executors, administrators and assigns, from time to time, by and out of the rents, issues and profits of the said hundred, manors, rectory, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, or by demising, leasing or mortgaging the same premises, or a competent part thereof, for all or any part of the said term of one thousand years therein, to raise and levy such sum and sums of money as shall be sufficient from time to time to pay and satisfy unto the said *Olivia Eades* and her assigns, during her natural life, the said annuity, yearly rent or sum of 4000*l.* or so much thereof as shall so happen to be behind and unpaid, together with all such costs, charges and expences as she the said *Olivia Eades*, or the said *Francis Eades* and *Gilbert Gill*, her trustees, their executors, administrators or assigns, or any of them, shall sustain, expend or be put unto, for or by reason of the non-payment thereof at the days and times, and in manner first herein before in that behalf mentioned, and shall and do pay the same accordingly. And the said term of one thousand years, herein before limited

to the said *Francis Eades* and *Gilbert Gill*, their executors, administrators and assigns as aforesaid, is so to them limited, upon the farther trusts following; that is to say, in case there shall be one or more younger child or younger children of the said *Arthur Allen* on the body of the said *Olivia Eades* his intended wife to be begotten (besides an eldest or only son) or in case there shall be no son or sons, or issue male of the said *Arthur Allen* on the body of the said *Olivia Eades* his intended wife to be begotten, or being such son or sons or issue male, and all of them shall happen to die without issue male of his or their body or bodies, and there shall be one or more daughter or daughters of him the said *Arthur Allen*, on the body of her the said *Olivia Eades* begotten, living at the time of such failure of issue male as aforesaid, or at any time after; then, and in any of the said cases, upon trust that they the said *Francis Eades* and *Gilbert Gill*, their executors, administrators and assigns, shall and do after the commencement of the said term of one thousand years, and not before (unless with the consent and approbation of the said *Arthur Allen*, testified in writing under his hand and seal) by demise, sale or mortgage of the said hundred, manors, rectory, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, or a competent part thereof, for all or any part of the said term of one thousand years therein, and by and with the rents and profits of the same premises, in the mean time after the commencement of the same term, and until such demise, sale or mortgage (but without prejudice nevertheless to the raising and payment of the said annuity, yearly rent or sum of 4000*l.*) raise and levy, or borrow and take up at interest the sum of 40000*l.* of lawful money of *Great Britain*, for the portion or portions of the same younger child or younger children, or daughter or daughters (as the case may be); the said sum of 40000*l.* to be paid in manner following, that is to say, if there be but one such younger child, or one such daughter, then the said whole sum of 40000*l.* to be paid to him or her as follows, viz. if a son, at his age of twenty-one years; and if a daughter, at her age of eighteen years or day of marriage, which shall first happen; and if two or more such younger children or daughters, then the said sum of 40000*l.* to be shared and divided between or amongst the said younger children or daughters (as the case may be) in such parts and proportions as he the said *Arthur Allen* shall at any time or times during his life, by any writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament, to be by him signed, sealed and published in the presence of the like number of witnesses, direct, limit or appoint. And in default of such direction, limitation and appointment, then the said sum of 40000*l.* to be equally divided amongst the same younger children or daughters (as the case may be) share and share alike; the said portion or portions of such younger child or younger children, or daughter or daughters, to be paid in manner following; that

And farther, to raise portions (a sum certain) for younger children;

or for daughters, if no son.

Not in the father's life-time, without his consent.

The manner of payment;

at what ages;

in proportions appointed by their father.

In default of appointment, to be equally divided.

At what times.

With benefit of
survivorship
among the chil-
dren, except
where a younger
son becomes
eldest.

If all die before
times of pay-
ment, the porti-
ons not to be
raised, &c.

And upon farther
trust to raise
maintenances
out of the profits,

in proportion to
their number and
ages.

is to say, to such of them as shall be a son or sons, at his or their respective age or ages of twenty-one years; and to such of them as shall be a daughter or daughters, at her or their respective age or ages of eighteen years, or day or days of marriage, which shall first happen, if such respective times of payment happen after the commencement of the said term of one thousand years; but if before, then within three calendar months after the commencement of the same term, and not before or sooner, unless with the consent of the said *Arthur Allen*, testified in writing under his hand and seal, but nevertheless without prejudice to the said yearly rent or sum of 4000*l.* Provided always, that in case any of the same younger children or daughters shall happen to die before the respective times following, that is to say, any son or sons before the age or ages of twenty-one years, or any daughter or daughters before the age of eighteen years or marriage; or that any younger son shall become an eldest or only son, before he attain the age of twenty-one years; then the portion or portions of such of them so dying, or becoming an eldest or only son, shall go and be paid unto the survivors or survivor, or others or other of them, but subject to such direction or appointment to be made thereof between them by the said *Arthur Allen* as aforesaid; and in default thereof, then to be equally divided amongst them, share and share alike, when his, her or their original portion or portions shall become payable respectively as aforesaid. Provided also, that in case all such younger children and daughters shall happen to die before such their said respective ages or marriages, then and in such case the said monies so to be raised for their portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the benefit of the person or persons next in reversion or remainder of the premises expectant on the determination of the said term of one thousand years therein; and so much thereof as shall be then raised, shall be paid to the same person or persons in reversion or remainder as aforesaid. And upon this farther trust, that they the said *Francis Eades* and *Gilbert Gill*, their executors, administrators and assigns, shall and do, by and out of the rents and profits of the said hundred, manors, rectory, messuages, lands, tenements, tithes, wood-grounds, rents, docks, hereditaments and premises (but without prejudice as aforesaid) raise, levy and pay such yearly sum and sums of money for the maintenance and education of such younger child or younger children, daughter or daughters, in the mean time from and after the commencement of the said term of one thousand years, and until their said portion or portions shall become payable respectively as aforesaid, as are herein after mentioned; that is to say, if there shall be but one such younger child or daughter, the yearly sum of 400*l.* till he or she shall attain the age of twelve years; and from and after that age, and until his or her portion shall become payable, the yearly sum of 800*l.* And if there shall be two such younger children or daughters, the yearly sum of 300*l.* for each

of

of them, till they shall respectively attain their respective ages of twelve years; and from and after their said respective ages of twelve years, and until their respective portions shall become payable, the yearly sum of 600*l.* for each of them: and if there shall be three or more such younger children or daughters, such yearly sum for each of them, till they shall respectively attain their respective ages of twelve years, as will amount unto and be equal with the interest of their respective portions after the rate of 4*l. per cent. per annum.* And from and after their said respective ages of twelve years, and until their respective portions shall become payable, then such yearly sums of money for each of them as will amount unto and be equal with the interest of the respective portions of the same children after the rate of 5*l. per cent. per annum.* Such yearly sum or sums for maintenance and education to be paid to such child or children at the four most usual feasts or days of payment in the year before mentioned, by even and equal portions, free of all taxes, and other deductions; the first quarter's payment thereof to begin and be made at such of the same feasts or days of payment as shall first and next happen after the commencement of the said term of one thousand years (without prejudice nevertheless as aforesaid). And upon this farther trust, that they the said *Francis Eades* and *Gilbert Gill*, their executors, administrators and assigns, shall and do permit and suffer such person or persons, to whom the next and immediate reversion or remainder of the premises expectant upon the said term of one thousand years shall for the time being belong, until some one of the same portions shall become payable, to receive and take the residue and overplus (if any be) of the said rents and profits of the premises, over and above so much thereof as shall be from time to time paid or payable for the respective maintenances and educations of such child or children as aforesaid, and over and above the aforesaid yearly rent or sum of 4000*l.* herein before provided for the jointure of the said *Olivia Eades*. Provided always, that no such demise, sale or mortgage as is last mentioned, shall be made until some one of the said portions shall become payable by virtue of these presents, unless with the consent of the said *Arthur Allen*, testified as aforesaid. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such younger child or younger children, or daughter or daughters of the said *Arthur Allen* by the said *Olivia Eades* his intended wife as aforesaid, or being such, all of them (save an only son or younger son becoming an only son as aforesaid) shall happen to die before their said respective age or marriage as aforesaid; or in case the said sum and sums of money before limited and appointed, to be raised for their portions and maintenances as aforesaid, shall be by the said *Francis Eades* and *Gilbert Gill*, their executors, administrators or assigns, raised and levied by the ways and means in that behalf afore-mentioned, or shall be by the person or persons next in reversion or remainder of the premises expectant on the said

And upon farther trust to permit persons intituled to receive the overplus of the profits.

No sale, &c. to be made until a portion payable, unless with their father's consent.

If no younger child, &c.

or if portions, &c. paid or secured.

the residue of
this term (not
disposed of) to
cease.

If the father pre-
fer any of them,
the same to be
accounted in full,
or part, as the
case may be.

Leasing power
to the husband,

with usual re-
strictions as to
the term, in
possession, at
improved rent,
without fine.

Larger power
as to other part,
for building, &c.

term of one thousand years, paid, or to the good-liking of the same trustees, or the survivor of them, his executors or administrators, secured to be paid, according to the purport, true intent and meaning of these presents; then, and in every or any of the said cases, and at all times from thenceforth, from and after the decease of the said *Olivia Eades*, and payment of all arrears which shall be then due of the said annuity, yearly rent or sum of 4000*l.* (if any such shall then happen to be) together with all costs, charges and expences attending the execution of the aforesaid trusts of the said term of one thousand years, the same term of and in the premises, or so much thereof as shall remain unsold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void to all intents and purposes, any thing herein contained to the contrary notwithstanding. Provided also, that if the said *Arthur Allen* shall advance and prefer any of his said younger child or younger children, or daughter or daughters, with any sum or sums of money as a portion or portions in his life-time, then such sum or sums of money, portion or portions respectively, shall (unless he shall under his hand declare the contrary) go and be accounted in full, if equal with, and if not equal with, then in part of the portion or portions herein before appointed to be raised and paid as aforesaid; and in that case the residue, if any, of the portion or portions which would have been payable by the true intent and meaning of these presents, shall be only raised for, and paid to him, her or them respectively. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Arthur Allen* from time to time during his natural life, by indenture under his hand and seal, to demise or lease the said manors, rectory, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, or any part thereof, to any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy, at the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of fine or income, for or in respect of such lease or leases; or to demise or lease the said messuages, docks, buildings, ground, hereditaments and premises in *Penton* aforesaid, or any part thereof, to any person or persons, for any term or number of years not exceeding sixty-one years in possession, and not in reversion, remainder or expectancy, in order to build upon, or otherwise improve the same, as he shall think fit; so as upon every such lease to be made as is last mentioned, there be reserved and made payable, during the continuance thereof, the most and best yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums, of money, or other thing by way of fine or income, for or in respect of such lease or leases: so always nevertheless, that none of the aforesaid leases be made

dis-

dispunishable of waste, by any exprefs words therein; and so as in every of such lease there be contained a clause of re-entry for non-payment of the rent or rents to be thereby respectively reserved; and so as the lessee and lessees, to whom such lease or leases shall be made, seal and deliver counterparts of such lease or leases; any thing herein before contained to the contrary notwithstanding. And the said *Arthur Allen* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant, and agree, to and with the said *Francis Eades* and *Gilbert Gil*, their heirs, executors and administrators, in manner following; that is to say, that all and every the said hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, hereby, or mentioned to be hereby granted and conveyed, with their appurtenances, shall or lawfully may from time to time, and at all times for ever hereafter, remain, continue and be, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the provisos, limitations and agreements herein before mentioned, expressed and declared of and concerning the same; and shall and may be peaceably and quietly had, held and enjoyed accordingly, without the lawful let, suit, trouble, denial, eviction or interruption, of or by him the said *Arthur Allen*, his heirs or assigns, or of or by any other person or persons lawfully claiming or to claim from, by or under, or in trust for him, them, or any of them, or from by or under any of his ancestors (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Arthur Allen*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, entails, estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said *Arthur Allen*, his heirs or assigns, or by any of his ancestors, or by any other person or persons lawfully claiming or to claim from, by or under, or in trust for him, them or any of them (except such leases for years at rack-rents, or estates for lives, or years determinable on lives as are now in being, of and in the premises, or any part thereof, whereupon the improved or usual and accustomed rents and services are respectively reserved and made payable, and except such annuities for lives as in and by the said will of the said *Diana Deal* were charged upon and made payable out of the premises in *Eden* aforesaid, and as are yet subsisting, not exceeding in the whole the yearly sum of 80*l.* and except the clear yearly annuity or sum of 30*l.* in and by the same will charged or directed to be charged upon, and for ever made payable out of the premises in *Eden* and *Ganden* aforesaid, or one of them, for such charitable purposes as in the

not *sans waste*.
With clause of
re-entry on non-
payment of rent.

Lessees to execute counter-
parts.

The husband covenants for quiet enjoyment,

free from incumbrances, by him or his ancestors;

except leases, &c.

and annuities, not exceeding a certain yearly sum.

the

And for farther
assurances.

the same will are in that behalf mentioned and expressed). And moreover, that he the said *Arthur Allen* and his heirs, and all other persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust, or interest, at law or in equity, of, in, to or out of the said hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, or any of them, or any part thereof, from, by or under, or in trust for him, them, or any of them (except as is herein before excepted) shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *Francis Eades* and *Gilbert Gill*, or the survivor of them, his heirs, executors or administrators, but at the costs and charges of the said *Arthur Allen*, his heirs, executors or administrators, make, do and execute, or cause or procure to be made, done and executed all and every such farther and other lawful and reasonable acts, deeds and things, conveyances and assurances in the law whatsoever, be the same by fine, feoffment, common recovery, or otherwise howsoever, for the farther, better, more perfect and absolute conveying, settling and assuring of all and every the said hundred, manors, rectory, advowsons, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, with their appurtenances, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, limitations and agreements as are herein before limited, expressed and declared of and concerning the same, as by the said *Francis Eades* and *Gilbert Gill*, or the survivor of them, his heirs, executors or administrators, or his or their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be required to make such farther assurances be not compelled or compellable, for making or doing thereof, to go or travel above five miles, from his or their then respective dwellings or places of abode. And this indenture farther witnesseth, that in consideration of the said intended marriage and marriage-portion, and of the settlement herein before made or mentioned, or intended or agreed to be made, by and on the part and behalf of the said *Arthur Allen* as aforesaid, and for the farther and better securing the raising and payment of the said annuity, yearly rent or sum of 4000*l.* herein before provided for the jointure of the said *Olivia Eades* as aforesaid, and also of the said portions and maintenances herein before provided and agreed to be raised and paid, to or for the benefit of the said younger child or children, or daughter or daughters of the said intended marriage, in manner aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the said several sums of 15000*l.* 9000*l.* and 16000*l.* (making together the said sum of 40000*l.*) so paid

The trust of the
several sums
which make up
the marriage-
portion declared.

into

into the hands of the said *Francis Eades* and *Gilbert Gill* as aforesaid, are and were so to them paid, upon such trusts, and to and for such intents and purposes, and under and subject to such agreements as are herein after mentioned, expressed and declared, or directed of and concerning the same; that is to say, in trust for the said *Lucy Lant* and *Olivia Eades* respectively, according and in proportion to their present respective interests therein, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then upon trust that they the said *Francis Eades* and *Gilbert Gill*, or the survivor of them, his executors or administrators, shall and do with all convenient speed lay out and invest the said whole sum of 40000 *l.* with the good-liking and approbation of the said *Arthur Allen* and the said *Olivia Eades* his intended wife, or the survivor of them, his or her executors or administrators, in one or more purchase or purchases of freehold messuages, lands, tenements or hereditaments, of an estate of inheritance in fee-simple in possession, in some convenient place or places within that part of *Great Britain* called *England*, free from incumbrances, and thereupon settle, convey and assure, or cause and procure to be settled, conveyed and assured, all such messuages, lands, tenements or hereditaments, so to be purchased as aforesaid, with their appurtenances, to, for and upon such and the like uses, trusts, intents and purposes, and under and subject to such and the like powers, provisos, limitations and agreements, as (from and after the suffering and perfecting of the said common recoveries, and the solemnization of the said intended marriage) are herein before limited, expressed and declared of and concerning the said hundred, manors, rectory, messuages, lands, tenements, tithes, wood-grounds, docks, hereditaments and premises, hereby, or mentioned to be hereby granted and released (except the said term of two hundred years, determinable as aforesaid, and the trust thereof) or as near thereto as may be, and the deaths of persons and other contingencies will admit of, to the end and intent that the said messuages, lands, tenements or hereditaments so to be purchased as aforesaid, may go and be in aid of the said hereby granted and released hundred, manors, rectory, messuages, lands, hereditaments, and other the premises, as well for the farther and better securing the raising and payment of the said annuity, yearly rent or sum of 4000 *l.* herein before provided for the jointure of the said *Olivia Eades* as aforesaid, as also of the said portions and maintenance herein before provided and agreed to be raised and paid, to or for the benefit of the younger child or younger children, or daughter or daughters of the said intended marriage, in manner aforesaid. And upon this farther trust, that (in the mean time, and until the said sum of 40000 *l.* shall be laid out and invested in such purchase or purchases as aforesaid) it shall and may be lawful to and for them the said *Francis Eades* and

After the marriage, that the trustees invest the same (with approbation of husband and wife, or the survivor or executors, &c.) in a purchase,

and settle to such uses, &c. as above limited, &c.

(except as to the first term.)

To be in aid of the settled premises, &c.

And in the mean time to invest the same in securities, with approbation of husband and wife, or survivor, &c.

And to call in, and place out again.

And till purchase made, the profits to be paid as the rents, &c. would go, if purchase made.

Trustees to be chargeable each only for his own receipts, &c.

and not for losses, without wilful default;

and not one for the other;

and may reimburse themselves charges, &c.

and *Gilbert Gill*, or the survivor of them, his executors or administrators, with the good-liking and approbation of the said *Arthur Allen*, and *Olivia Eades* his intended wife, or the survivor of them, or the executors or administrators of such survivor, to lend and place out the same 40000*l.* or any part thereof, upon any public or private security or securities at interest or to lay out and invest the same, or any part thereof, in the purchase of stock in the bank of *England*, *South-Sea* Company, or *East-India* Company, or of *South-Sea* or other annuities, or public stocks or funds, upon the trusts aforesaid; and from time to time to call and receive in the monies so lent or placed out on securities as aforesaid, or to sell and dispose of such stocks, annuities or funds, so to be purchased as aforesaid, or any part thereof, and again to lend, place out or invest the same monies, or any part thereof, in manner aforesaid, as often as they shall think fit, with such approbation as aforesaid, and subject to the trusts before mentioned. And it is hereby farther declared and agreed by and between all the said parties to these presents, that in the mean time, and until the said sum of 40000*l.* shall be laid out in such purchase or purchases of messuages, lands, tenements or hereditaments, to be settled as aforesaid, all the clear yearly dividends, interest and produce that shall be made of the same monies, shall from time to time be paid to and received by such person or persons, as and to whom the rents and profits of the messuages, lands, tenements or hereditaments, to be purchased as aforesaid (if purchased and settled) would for the time being belong or appertain, by virtue of these presents, and the uses and limitations of the same premises above mentioned are directed. And farther, that the said *Francis Eades* and *Gilbert Gill*, or either of them, their or either of their executors or administrators, shall not be charged or chargeable with, or accountable for any more of the said trust-monies than he or they respectively shall actually receive by virtue of the aforesaid trusts, nor with or for any loss which shall happen of the same monies, or any part thereof, so as such loss happen without their wilful default; nor the one of them for the other of them, or for the acts, deeds, receipts, or disbursements the one of the other, but each of them only for his own acts, deeds, receipts and disbursements. And also, that it shall and may be lawful to and for them the said *Francis Eades* and *Gilbert Gill*, and each of them, their and each of their executors and administrators, in the first place, by and out of the said trust-monies to deduct and reimburse him and themselves respectively all such loss, costs, charges and expences, as he, they, or any of them shall or may sustain, expend or to be put unto, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. And lastly, the said *Arthur Allen*, in consideration of the said intended

tended marriage, and for other the considerations aforesaid, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Edward Eades* and *Francis Eades*, their heirs, executors and administrators, that in case (after the said intended marriage had and solemnized) he the said *Arthur Allen* shall happen to die in the life-time of the said *Olivia Eades* his intended wife, and that there shall be one or more younger child or younger children, or daughter or daughters of him the said *Arthur Allen* by the said *Olivia Eades* his intended wife living, or *in ventre sa mere* at the time of his decease, then and in such case he the said *Arthur Allen* shall and will by deed in his life-time, or otherwise in and by his last will and testament, farther secure by and out of some part of his estate not hereby settled or directed so to be, the due and punctual raising and payment of the said portion or portions and maintenance herein before provided or agreed to be raised and paid, unto or for the benefit of such younger child or younger children, or daughter or daughters as aforesaid, and that at such times, and in such proportions and manner, and under such restrictions and limitations as are herein before directed, expressed and agreed upon, of and concerning the same, according to the purport, true intent and meaning of these presents, and of the said parties hereto. In witness, &c.

The husband covenants, that if he die, living the wife, and leaving a younger child, or daughter, &c. born or unborn, he will secure out of his unsettled estates the due payment of portions and maintenances.

A settlement before marriage, with usual limitations, &c. as to part; and a term raised as to other part, to indemnify the intailed part against a charge by some of the husband's ancestors in favour of younger children, some of the persons intitled being minors. Other terms for raising portions and maintenances for younger children; or for daughters, if no son. Power to raise sums to put out sons. If only one daughter surviving her mother, she to have half her portion in her father's life-time. A church-lease also settled. No. 8.

THIS indenture quadrupartite, made the third day of *July* anno Domini 1731, and in the fifth year of the reign of our sovereign lord *George* the second, by the grace of God, king, &c. between *Sir Andrew Aston* of *Bruton Lodge*, in the parish of *Bruton* in the county of *Cardigan*, bart. eldest son and heir of *Sir Dennis Aston* late of the same place, bart. deceased, and also sole executor of his last will and testament, of the first part, *Edward Ellis senior*, of *Frاند* in the county of *Glamorgan*,

The parties.

The intended marriage recited.

The consideration, the marriage, and portion;

and for making a jointure, and for settling the estates.

The intended husband grants releases, &c.

The parcels.

morgan, esq; and *Harriot Ellis* spinster, his daughter, of the second part, *John Jenks senior*, of *Kirkall* in the county of *Lancaster*, esq; and *Matthew Moor*, of *London*, merchant, of the third part, and *Edward Ellis junior*, of *Nuttar* in the county of *Oxon*, esq; and *Paul Pegg*, of *Frاند* aforesaid, esq; of the fourth part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said Sir *Andrew Aston* and the said *Harriot Ellis*: now this indenture witnesseth, that in prospect and in consideration of the said intended marriage, and also in consideration of the sum of 8000*l.* of lawful money of *Great Britain*, to the said Sir *Andrew Aston* in hand paid, at or before the enfealing and delivery of these presents, as and for the marriage-portion of the said *Harriot Ellis*, the receipt and payment whereof accordingly he the said Sir *Andrew Aston* doth hereby own and acknowledge; and for making a jointure and provision of maintenance for the said *Harriot Ellis*, in case she shall after the said intended marriage had survive and overlive the said Sir *Andrew Aston* her intended husband; and for settling and assuring the manor, messuages, lands, tenements and hereditaments, herein after mentioned to be hereby granted, released and assigned respectively, unto such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same respectively; and for and in consideration of the sum of 10*s.* of like money, to the said Sir *Andrew Aston* in hand paid by the said *John Jenks* and *Matthew Moor*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Sir *Andrew Aston* hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm, unto the said *John Jenks* and *Matthew Moor*, their heirs and assigns, all that the manor of *East Quigg*, with the rights, royalties, members and appurtenances thereof, in the said county of *Cardigan*; and also all that messuage, tenement or farm-house, with the barns, pidgeon-house, hop-house, waggon-house, stable, granaries, rooms under the granaries, homestall, orchards, and other the appurtenances thereunto belonging, or therewith used; and also all those several pieces or parcels of arable land, meadow, pasture, wood-land and hop-ground to the same messuage belonging, or therewith now used or enjoyed, containing together in the whole by estimation five hundred acres, more or less, with their and every of their appurtenances; which said messuage, lands and premises, were some time in the tenure or occupation of *Ralph Rich*, his assigns or under-tenants, and now or late were in the tenure or occupation of *Simon Strut* yeoman, his assigns, lessees or under-tenants; and also all that messuage or tenement, with the water-mill or mills, lands, ponds, pools, damms, hereditaments, and other the appurtenances thereunto belonging, or therewith used or enjoyed, some time in the tenure

or

or occupation of *Titus Treby*, his assigns or under-tenants, but now or late in the tenure or occupation of *Vincent Viner* baker, his assigns, lessees, or under-tenants; and also all those pieces or parcels of land or ground, containing in the whole about twenty-four acres, more or less, with their appurtenances, now or late in the tenure, possession or occupation of *William Wall*, his assigns, lessees or under-tenants; all which said messuages, mills, lands, tenements, hereditaments and premises, are situate, lying and being in the several parishes, places and towns of *Quigg*, *Wos*, *Xandale* and *Yeo*, some or one of them, in the said county of *Cardigan*; and also all that capital messuage or mansion-house called *Bruton Lodge*, with the edifices, barns, stables, dove-houses, out-houses, orchards, gardens, hereditaments and appurtenances thereunto belonging, or therewith used; and also the park or parks, and warren, to the same capital messuage near or adjoining; and also all those several arable lands, meadow, pasture, woods, wood-grounds and under-woods, to the same capital messuage belonging or appertaining, or to or with the same now used, occupied, possessed or enjoyed, containing together in the whole by estimation five hundred and twenty acres, or thereabouts, with their appurtenances; which said capital messuage, parks, lands and hereditaments last mentioned, are situate, lying and being in the several parishes of *Bruton*, *Zen* and *Alton*, or some or one of them, in the said county of *Cardigan*, and now are in the tenure or occupation of the said *Sir Andrew Aston*, his under-tenants or assigns [*here follow many more parcels, described by tenants names, &c.*] and also all those several pieces or parcels of fresh marsh-land containing by estimation one hundred and eighty acres, more or less, with their and every of their appurtenances, lying and being in the said parishes of *Bardon* and *Condell*, or one of them, late or some time in the tenure or occupation of *Delia Diggs* widow, her assigns or under-tenants, and now or late in the tenure or occupation of *Ezra Diggs*, and *Felix Diggs*, gent. or one of them, their or one of their assigns or under-tenants, and are commonly called or known by the several names, and do contain the several quantities and numbers of acres next herein after mentioned, that is to say, *Gobland Mead* thirty acres, *Hennon Mead* thirty acres, and *Jug Meadow* thirty-six acres, or by what other name or names soever the same or any of them are or have been called or known, or what other quantities or numbers of acres they or any of them do contain: and also all those woods and wood-grounds lying and being in *Bruton* and *Alton* aforesaid, or one of them, in the said county of *Cardigan*, and commonly called or known by the several names next herein after mentioned, that is to say, *Ketten Wood*, containing by estimation twenty-six acres, more or less, *Loke Wood*, containing by estimation thirty acres, more or less, and *Murton*, containing by estimation two acres, more or less; and also all those woods and wood-grounds commonly called or known by the name of *Newds Wood* and *Ontons Wood*,

General words.

Bargain, &c. for
a year mention-
ed.

General words.

Habendum

Wood, containing together by estimation one hundred and twenty acres, more or less, lying and being in *Purrow Quun* and *Zen*, some or one of them, in the said county of *Cardigan*; and also all houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, ways, waters, water-courses, hedges, ditches, trees, woods, underwoods, commons, common of pasture, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises, or any part thereof, belonging or in any wise appertaining, or with the same or any part thereof used, occupied, possessed or enjoyed, or reputed as part thereof; and also all other the messuages, lands, tenements and hereditaments whatsoever, whereof or wherein the said *Sir Andrew Aston*, or any person or persons in trust for him now have or hath any estate of freehold or inheritance in possession, reversion, remainder, or expectancy, situate, lying and being in *Wos*, *Xandale*, *Yeo*, *Alton*, *Zen*, *Barden* and *Candell* aforesaid, or any of them, or elsewhere in the said county of *Cardigan*, with their and every of their appurtenances (except out of the grant and release herein before made or mentioned to be made, the leasehold wood-lands and hereditaments holden of the dean and chapter of *St. Asaph*, under the lease herein after mentioned and recited); all which said manor, capital messuage, messuages, lands, tenements, hereditaments and premises, herein before mentioned or intended to be hereby granted and released (except before excepted) are now in the actual possession of the said *John Jenks* and *Matthew Moor*, by virtue of a bargain and sale to them thereof made by the said *Sir Andrew Aston* for the term of one whole year, in consideration of 5 s. to him paid by the said *John Jenks* and *Matthew Moor*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises, hereby, or mentioned to be hereby granted and released, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of him the said *Sir Andrew Aston*, of, in, to, or out of the same manor, capital messuage, messuages, lands, tenements, hereditaments and premises, and every or any part or parcel thereof (except before excepted); to have and to hold the said manor, capital messuage, messuages, lands, tenements, hereditaments, and all and singular other the premises herein before mentioned or intended to be hereby granted and released, with their appurtenances (except before excepted) unto the said *John Jenks* and *Matthew Moor*, their heirs and assigns, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after

after mentioned, expressed and declared of and concerning the same; that is to say, to the use and behoof of the said Sir *Andrew Aston* and his heirs, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then as to, for and concerning all the said marsh-lands, hereditaments and premises herein before mentioned to be in the several tenures or occupations of the said *Ezra Diggs* and *Felix Diggs*, or their respective assigns or under-tenants, and all those the said woods and wood-grounds called *Ketten wood*, *Lake wood*, *Murton*, *Newds wood*, and *Ontons wood*, with their and every of their appurtenances, to the use of the said *John Jenks* and *Matthew Moor*, their executors, administrators and assigns, for the term of one thousand years from thence next ensuing, and fully to be complete and ended, without impeachment of or for any manner of waste: upon such trusts nevertheless, and to and for such intents and purposes as are herein after expressed and declared of and concerning the same. And from and after the end, expiration, or other sooner determination of the said term, then to the use and behoof of the said Sir *Andrew Aston*, his heirs and assigns for ever. And as to, for and concerning the said manor, capital messuage, and all other the said messuages, lands, tenements, hereditaments and premises, herein before mentioned or intended to be hereby granted and released, and not limited in use to the said *John Jenks* and *Matthew Moor*, their executors, administrators and assigns, for the term of one thousand years as aforesaid, with their appurtenances, from and immediately after the solemnization of the said intended marriage, to the use and behoof of the said Sir *Andrew Aston* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use and behoof of the said *John Jenks* and *Matthew Moor*, and their heirs, during the life of the said Sir *Andrew Aston*, upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions as the case shall require; yet nevertheless to permit and suffer the said Sir *Andrew Aston* and his assigns during his life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit. And from and after his decease, then as to, for and concerning all those marsh-lands, hereditaments and premises, herein before mentioned to be in the several tenures or occupations of the said *Ralph Rich* and *Simon Slade*, or their respective assigns or under-tenants, with the appurtenances, being together of the yearly rent or value of 900*l.* to the use and behoof of the said *Harriot Ellis* the intended wife of the said Sir *Andrew Aston*, and her assigns, for and during the term of her natural life, for her jointure, and in lieu, bar and recompence of her dower and thirds at common law, which she can or may have or claim out of all or any the manors, messuages, lands, tenements and

To the use of the husband in fee, till the marriage.

Then as to part,

to the trustees for a long term, sans waste; upon trusts after declared.

And then to the use of the husband in fee.

As to other part,

to the husband for life, sans waste;

Remainder to trustees, to preserve, &c.

Remainder, as to part, to the wife for life, for a jointure, in bar of dower.

Remainder, as to the premises limited to the baron for life, to other trustees for a long term, *sans waste*,

upon trusts after declared.

Remainder to first and other sons of the marriage successively in tail male.

Remainder to the first named trustees for a long term, *sans waste*,

upon trusts after declared.

Remainder to the husband in fee.

hereditaments, whereof the said Sir *Andrew Aston* now is, or at any time hereafter during the coverture between them shall be seized, of any estate of freehold and inheritance. And as to, for and concerning all the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises, herein before limited to the use of the said Sir *Andrew Aston*, for his life as aforesaid, from and after determination of the several uses and estates thereof herein before limited, and as the same shall respectively end and determine, to the use and behoof of the said *Edward Ellis junior* and *Paul Pegg*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of five hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste: upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared of and concerning the same. And from and after the end, expiration, or other sooner determination of the said term of five hundred years, then to the use and behoof of the first son of the body of the said Sir *Andrew Aston* on the body of the said *Harriot Ellis* his intended wife lawfully to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second son of the body of the said Sir *Andrew Aston* on the body of the said *Harriot* his intended wife lawfully to be begotten, and of the heirs male of the body of such second son lawfully issuing; and for default of such issue, then to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other the son and sons of the body of the said Sir *Andrew Aston* on the body of the said *Harriot* his intended wife lawfully to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body issuing being always preferred, and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing; and for default of all such issue, then to the use and behoof of the said *John Jenks* and *Matthew Moor*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of six hundred years from thence next ensuing, and fully to be complete and ended, without impeachment of or for any manner of waste: upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared of and concerning the same. And from and after the end, expiration or other sooner determination of the said term of six hundred years, then to the use and behoof of the said Sir *Andrew Aston*, and of his

his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And whereas by the marriage-settlement of the said Sir *Dennis Aston*, and the wills of Sir *Titus Aston*, Bart. deceased, and of the said Sir *Dennis Aston*, or some of them, or by some other ways or means, the manor, messuages, lands, tenements and hereditaments herein before mentioned, or intended to be hereby granted and released, or some part or parts thereof, were charged with and subjected to the payment of the sum of 17000 *l.* of lawful money of *Great Britain*, with interest for the same, for the portions of the daughters and younger sons of the said Sir *Dennis Aston*, viz. *Dennis*, *Vincent*, and *Walter*, and *Xantippe* and *Harriot*, in the proportions following, viz. 3000 *l.* apiece for the said three younger sons, and 4000 *l.* apiece for the said two daughters. And whereas the portions of the said *Dennis*, *Vincent*, and *Xantippe*, amounting together to the sum of 10000 *l.* are or are intended to be forthwith paid and discharged by and with the 8000 *l.* portion of the said *Harriot Ellis*, and 2000 *l.* more of the proper monies of the said Sir *Andrew Aston*, so that there will then only remain due the sum of 7000 *l.* (residue of the said 17000 *l.*) for the portions of the said *Walter* and *Harriot*, who are yet under age. And whereas in consideration of the premises it hath been agreed by and between all the said parties to these presents, that the manor, capital messuage, messuages, lands, tenements, hereditaments and premises herein before limited in use to the said Sir *Andrew Aston* for his life as aforesaid, and every part thereof, should by and with the said term of one thousand years, and the premises therein comprized, be saved harmless and indemnified of and from the aforesaid sum of 7000 *l.* and the growing interest thereof: now therefore for that purpose it is hereby declared and agreed by and between all the said parties to these presents, that the said term of one thousand years, herein before limited to the said *John Jenks* and *Matthew Moor*, their executors, administrators and assigns as aforesaid, is so to them limited, upon this special trust and confidence, and to the intent and purpose that they the said *John Jenks* and *Matthew Moor*, their executors, administrators and assigns shall and do by sale or mortgage of the said messuages or tenements, hereditaments and premises comprized in the said term of one thousand years, or any part thereof, or by and with the rents, issues and profits of the same premises, or otherwise, as they in their discretion shall think fit, raise and levy the said sum of 7000 *l.* and the interest thereof, and pay the same at such times and in such manner as the same shall become due and payable, by virtue of the said settlement and wills, or any of them; and of and from the same and every part thereof shall and do save, defend, keep harmless and indemnified the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises herein before limited in use to the said Sir *Andrew Aston* for his life as aforesaid, and every part thereof. And upon this farther trust, that they the said *John Jenks* and *Matthew Moor*, their executors,

Recital of a charge by settlement or will of some of the husband's ancestors, being a sum for portions for younger children.

And that part is to be forthwith paid, the residue belonging to persons under age.

And that the parties have agreed that the now intailed lands should be indemnified by the first term.

The agreement for that purpose,

declaring the trust of the first term,

to raise the residue of the money.

and (subject to the trusts) to permit the husband to take the profits, &c.

After performance of the trusts, this term to cease.

Trusts of the second term declared.

To raise not exceeding a certain sum, for portions for younger children,

payable at times and in proportions appointed by their father,

with restriction as to the quantity.

For want of appointment,

administrators and assigns, shall and do (subject to the trusts herein before declared concerning the said term of one thousand years) permit and suffer the said Sir *Andrew Aston*, his heirs and assigns, to receive and take the rents, issues and profits of the premises therein comprized, or so much thereof as shall not be applied or disposed of in performance of the same trusts to and for his and their own use and benefit. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that from and after performance of the said trusts herein before declared of and concerning the said term of one thousand years, and payment of all costs and charges attending the execution of the same trusts, the said term of one thousand years of and in the same premises shall cease, determine, and be utterly void to all intents and purposes, any thing herein before contained to the contrary thereof in any wise notwithstanding. And as to, for and concerning the aforesaid term of five hundred years, herein before limited to the said *Edward Ellis junior* and *Paul Pegg*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between the said parties to these presents, that the same is so limited to them as aforesaid, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, in case there shall be one or more child or children of the body of the said Sir *Andrew Aston* on the body of the said *Harriot Ellis* his intended wife begotten (besides an eldest or only son) then upon trust that they the said *Edward Ellis junior* and *Paul Pegg*, their executors, administrators and assigns, shall and do by sale or mortgage of the said term of five hundred years of and in the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises so to them limited as aforesaid, or of and in a competent part thereof, or by such other ways or means as they or the survivor of them or the executors or administrators of such survivor shall think fit, raise and levy, or borrow and take up at interest such sum and sums of money (not exceeding in the whole the sum of 10000 *l.* of lawful money of *Great Britain*) for the portion or portions of such child and children (not being an eldest or only son) as aforesaid, to be paid and payable to them or such of them, and at such time or times, and in such proportions, manner and form, to each or any of such child or children, as the said Sir *Andrew Aston*, by any writing or writings under his hand and seal, or by his last will and testament in writing, to be by him signed, sealed and executed respectively in the presence of two or more credible witnesses, shall from time to time direct, limit or appoint; so as no one such child shall have above the sum of 7000 *l.* for his or her portion. And for want of such direction and appointment, then upon trust that they the same trustees, their executors, administrators or assigns, shall and do by the ways and means aforesaid raise and levy, or borrow and take up at interest

interest such sum and sums of money for the portion and portions of all and every such child and children (not being an eldest or only son as aforesaid) as are herein after mentioned; that is to say, if but one such child, then the sum of 4000*l.* of lawful money of Great Britain, for the portion of such one child; and if two such children and no more, then the sum of 3500*l.* apiece of like money, for the portions of such two children; and if three such children and no more, then the sum of 3000*l.* apiece of like money, for the portions of such three children; and if four or more such children, then the sum of 10000*l.* of like money, to be equally divided amongst them, share and share alike; the portion or portions of such child or children to be paid in manner following; that is to say, to such of them as shall be a son or sons, at the age of twenty-one years; and to such of them as shall be a daughter or daughters, at the age of twenty-one years, day or days of marriage, which shall first happen, if such respective times of payment happen after the decease of the said Sir Andrew Aston, but if in his life time, then within three calendar months after his decease, and not sooner, unless by his express consent. Provided always, that it shall and may be lawful to and for the said Edward Ellis junior and Paul Pegg, or the survivor of them, his executors or administrators, at any time or times after the decease of the said Sir Andrew Aston, or in his lifetime, with his consent (but without prejudice to the jointure of the said Harriot Ellis) by the ways and means aforesaid, to raise, levy and pay any sum or sums of money, not exceeding the sum of 700*l.* for any such younger son or sons, for and towards his or their being put out and advanced in the world, before such time as his or their portion or portions become payable as aforesaid; which sum and sums of money so to be raised and paid for the advancement and putting out such younger son or sons, shall be deemed and taken as part of his or their portion or portions herein before appointed to be raised for him or them as aforesaid. And upon farther trust, that they the said Edward Ellis junior and Paul Pegg, their executors, administrators and assigns, shall and do by and out of the rents, issues and profits of the said manor, capital messuage, messuages, lands, tenements, rents, hereditaments and premises, so to them limited for five hundred years as aforesaid, raise, levy and pay such yearly sum and sums of money for the maintenance and education of such child or children (not being an eldest or only son as aforesaid) in the mean time from the decease of the said Sir Andrew Aston until their said portions shall become payable respectively as aforesaid, as to the same trustees, or the survivor of them, his executors or administrators, shall seem meet; such yearly maintenance not exceeding in the whole the interest of their respective portions after the rate of 3*l.* per cent. per annum. And upon this farther trust, that they the said Edward Ellis junior and Paul Pegg, their executors, administrators and assigns, shall and do permit and suffer such person or persons, to whom the next

then to raise sum^s certain, in proportion to their number.

Payable to sons at twenty-one, to daughters at twenty-one or marriage, if after their father's decease; or else not till three months after, unless by his consent.

Power in certain cases to raise sums to put out sons, before portions payable,

to be deemed part of their portions.

Trusts as to raising maintenance,

not exceeding a certain rate of interest.

And upon farther trust,

to permit persons intitled to receive the residue, &c.

Benefit of survivorship as to the portions, with restriction as to the quantum of each portion, &c.

If all die before portion payable, the same to cease.

No sale, &c. until a portion payable.

If no such child, or all die before portion payable;

or if portions and maintenances raised, or paid, or secured by reversioner, &c.

and immediate reversion or remainder of the premises expectant upon the said term of five hundred years shall for the time being belong or appertain by virtue of these presents, to receive and take the residue and overplus of the rents and profits of the premises, over and above so much thereof as shall be from time to time paid for the maintenances or education of such child or children as aforesaid. Provided always, that in case any of the said children shall happen to die before his or her said portion or portions shall become payable as aforesaid, then the portion or portions of such of them so dying shall go and be paid unto and be equally divided amongst the survivors, or survivor of them, when the original portion or portions of such surviving child or children shall become payable as aforesaid; so as no one of the same children shall have for his or their portion above the sum of 4000 *l.* nor any two of the same children above the sum of 3500 *l.* apiece; nor any three of the same children above the sum of 3000 *l.* apiece. Provided always, that in case all the same children shall happen to die before any of their said portions or any part thereof shall become payable as aforesaid, then and in such case the said monies so to be raised for their portions as aforesaid shall not be raised, but shall cease, for the benefit of the person or persons to whom the next and immediate reversion or remainder of the premises expectant on the said term of five hundred years shall for the time being belong, by virtue of the limitations aforesaid; and then and in such case such monies as shall be then raised, shall be paid to the same person or persons in reversion or remainder as aforesaid. Provided also, that no such sale or mortgage as aforesaid shall be made of the same manor, capital messuage, messuages, lands, tenements, hereditaments and premises, or any part thereof, until some one of the portions of the same children, or some part thereof, shall become payable by virtue of these presents. Provided also, and it is hereby farther declared and agreed by and between the said parties to these presents, that in case there shall be no such child or children of the body of the said Sir *Andrew Aston* on the body of the said *Harriet Ellis* his intended wife to be begotten (other than an eldest or only son) or there being such child or children, all of them shall happen to die before their or any of their said portions shall become payable by virtue of these presents; or in case the said sum and sums of money before limited and appointed to be raised for the portions of such children as aforesaid, and also such maintenance in the mean time and until the same portions shall become payable as aforesaid, shall be by the said *Edward Ellis junior* and *Paul Pegg*, their executors, administrators or assigns, raised and levied by the ways and means in that behalf afore-mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the premises expectant upon the said term of five hundred years, paid, or to the good-liking of the said *Edward Ellis junior* and *Paul Pegg*, or the survivor of them, his executors or administrators, secured to be paid according

According to the purport, true intent and meaning of these presents; then and in any of the said cases, and at all times from thenceforth, the said term of five hundred years, of and in the said capital messuage, messuages, lands, tenements, hereditaments and premises so limited for the same term as aforesaid, or so much thereof as shall remain unfold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that if the said Sir *Andrew Aston* shall advance such his said child or children (not being an eldest or only son as aforesaid) with portions in his life-time, or that any lands or hereditaments, monies, goods or chattels shall be given or come by or from him at his death, unto or for the benefit of the same child or children (except as aforesaid) then and in such case such portions, monies, goods and chattels, and the value of such lands or hereditaments, shall be accounted as part (if less in value than the portion or portions herein before provided or intended for the same child or children) but (if as much or more in value) then in full of the same portion or portions, unless he the said Sir *Andrew Aston* shall by writing under his hand declare the contrary. And as to, for and concerning the said term of one thousand years, herein before limited to the said *John Jenks* and *Matthew Moor*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between the said parties to these presents, that the same is so limited to them as aforesaid, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, in case the said Sir *Andrew Aston* shall happen to die without issue male of his body on the body of the said *Harriot Ellis* his intended wife to be begotten, or that the issue male between them begotten shall happen to die without issue male of their bodies coming, and that there be issue one or more daughter or daughters of the body of the said Sir *Andrew Aston* on the body of the said *Harriot Ellis* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after; then upon trust that they the said *John Jenks* and *Matthew Moor*, their executors, administrators or assigns, shall and do by sale or mortgage of the said term of five hundred years, of and in the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises, so to them limited for the same term as aforesaid, or of and in a competent part thereof, or by such other ways and means as they or the survivor of them, his executors or administrators shall think fit, raise and levy, or borrow and take up at interest such sum and sums of money, for the portion and portions and maintenance of all and every such daughter and daughters, as are herein after expressed and declared; that is to say, if but one such

then this term to cease.

If the father advance any such child, or lands, &c. be given by him, the same to be accounted as part, or in full, &c.

Trust of the third term declared.

If no issue male, but a daughter or daughters of this marriage,

by sale, &c. of this term, or part, to raise portions and maintenance, in proportion to their number,

payable at twenty-one or marriage, if after the father's death; else not till three months after, unless by his consent.

Provided, that if only one daughter, who survives her mother, she shall have half her portion in her father's lifetime.

Benefit of survivorship among the daughters, with restriction as to the sums.

If all die before a portion payable, the term to cease.

Farther trust to raise maintenance, &c.

daughter, then the sum of 7000*l.* for the portion of such only daughter; and if two such daughters and no more, then the sum of 8000*l.* for the portions of such two daughters, to be equally divided between them, share and share alike; and if three such daughters and no more, then the sum of 9000*l.* for the portions of such three daughters, to be equally divided amongst them, share and share alike; and if four or more such daughters, then the sum of 10000*l.* for the portions of such four or more daughters, to be equally divided amongst them, share and share alike; the same portion or portions to be paid to such daughter and daughters respectively as and when she or they shall respectively attain the age of twenty-one years or be married, which shall first happen, in case such respective times of payment happen after the decease of the said Sir *Andrew Aston*; but if in his life, then within three months after his decease, and not sooner, unless by his express consent. Provided always, that in case after the decease of the said *Harriot Ellis*, and failure of issue male as aforesaid, there be but one such daughter and no more, then one half of her said portion shall be paid to her at her age of twenty-one years, although the same be in the life-time of the said Sir *Andrew Aston*. Provided also, that in case any of the said daughters shall happen to die before her or their portion or portions intended them by these presents shall become payable as aforesaid, then the portion or portions of her or them so dying shall go and be paid unto and be equally divided amongst the survivors and survivor of them, when the original portion or portions of such surviving daughter or daughters shall become payable by virtue of these presents: yet so always, as that no one such daughter shall have above the sum of 7000*l.* for her portion; nor any two of such daughters above the sum of 8000*l.* between them; nor any three of them above the sum of 9000*l.* amongst them. Provided also, that in case all the said daughters shall happen to die before any of their said portions shall become payable by virtue of these presents, then the said sum or sums of money appointed to be raised for their portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the benefit of such person or persons to whom the next and immediate reversion or remainder of the premises expectant upon the said term of one thousand years shall for the time being belong, by virtue of the limitations above-mentioned; and so much thereof as shall be then raised, shall be paid to such person or persons in reversion or remainder as aforesaid. And upon this farther trust, that they the said *John Jenks* and *Matthew Moor*, their executors, administrators or assigns, shall and do, by and out of the rents, issues and profits of the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises, so to them limited for one thousand years as aforesaid, in the mean time from and after the decease of the said Sir *Andrew Aston*, until the said portion or portions of the said daughter and daughters shall become payable respectively as aforesaid, raise, levy and pay such yearly sum and

sums

sums of money for the maintenance and education of such daughter and daughters as the said *John Jenks* and *Matthew Moor*, or the survivor of them, his executors or administrators, shall in their discretion think fit, so as the same exceed not in the whole the interest of their said respective portions after the rate of 3 l. per cent. per annum, And upon this farther trust, that they the said *John Jenks* and *Matthew Moor*, their executors, administrators and assigns, shall and do permit and suffer such person or persons, to whom the next and immediate reversion or remainder of the same premises expectant upon the said term of one thousand years shall for the time being belong, to receive and take the residue and overplus of the rents and profits of the same premises, over and above so much thereof as shall from time to time be paid for the respective maintenances and education of such daughter and daughters. Provided always, that the said *John Jenks* and *Matthew Moor*, or the survivor of them, his executors or administrators, shall not sell or mortgage the said term of one thousand years, of and in the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises so to them limited for the said term as aforesaid, or any of them, or any part thereof, until some one of the said last mentioned portions shall become payable by virtue of these presents. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such daughter or daughters of the body of the said *Sir Andrew Aston* on the body of the said *Harriot Ellis* his intended wife to be begotten at the time of such failure of issue male as aforesaid, or at any time after; or there being such daughter or daughters, all of them shall happen to die before their or any of their said portions shall become payable by virtue of these presents; or in case the said sum and sums of money before limited and appointed to be raised for daughters portions as aforesaid, and also such maintenance in the mean time, and until the same portions shall become payable as aforesaid, shall be by the said *John Jenks* and *Matthew Moor*, their executors, administrators or assigns, raised and levied by the ways and means, in that behalf aforesaid; or shall be by such person or persons as shall for the time being be next in reversion or remainder of the premises expectant upon the said term of one thousand years paid, or to the good-liking of the said *John Jenks* and *Matthew Moor*, or the survivor of them, his executors or administrators, secured to be paid according to the purport, true intent and meaning of these presents: or in case all and every the said daughter and daughters shall be preferred in marriage in the life-time of the said *Sir Andrew Aston* with portions in money, or in lands of inheritance equal in value to the portions hereby for them provided; or if such monies or lands shall not be equal in value to their said portions, and the said *John Jenks* and *Mathew Moor*, their executors, administrators or assigns, shall thereupon, by and out of the said manor, capital messuage, messuages, lands, tenements,

at a certain rate of interest.

Father trust, to permit persons intitled to receive the residue.

No sale, &c. until portion payable.

If no such daughter,

or all die before portion payable;

or if portions and maintenances raised by trustees, or paid or secured by reversioner, &c.

or daughter preferred by the father with land or monies, and the trustees raise the deficiency, if any,

then this term
to cease.

Portions given
by the father
not to be a sa-
tisfaction, if he
declares his in-
tention to the
contrary.

Money paid by
virtue of the se-
cond term, to
go in satisfac-
tion of money
to be raised un-
der this third
term.

Power to the
husband surviv-
ing to appoint
certain parcels
for any future
wives for joint-
ures.

tenements, hereditaments and premises so to them limited for the term of one thousand years as aforesaid, raise and levy so much monies as shall make up the monies or value of the lands that shall be so advanced or given by the said Sir *Andrew Aston*, with or to his said daughters, to full so much as the said portions hereby provided for them shall amount unto; then, and in any of the said cases, and at all times from thenceforth, the said term of one thousand years, of and in the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises, so limited for the same term as aforesaid, shall cease, determine, and be utterly void to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby farther declared and agreed by and between the said parties to these presents, that no such portion or portions to be given by the said Sir *Andrew Aston* in his lifetime to such daughter or daughters, shall be deemed a satisfaction for the portion or portions hereby provided for her or them, or any part thereof as aforesaid, in case the said Sir *Andrew* shall by writing under his hand declare his intention to the contrary. Provided also, and it is hereby farther declared and agreed by and between the said parties to these presents, that whatever monies shall be raised and paid unto or for such daughter or daughters by virtue of the aforesaid term of five hundred years, shall be accepted and taken as and in part of the monies to be raised for her or them by virtue of the said term of one thousand years, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said Sir *Andrew Aston* (in case he shall after the said intended marriage had happen to survive and over-live the said *Harriot Ellis* his intended wife) by any writing or writings under his hand and seal, attested by two or more credible witnesses, to assign, limit and appoint the said manor of *East Quigg*, with the appurtenances, and all those the said several messuages or tenements, farms, lands and hereditaments, herein before mentioned to be situate and being in the several parishes, towns and places, of *Quigg*, *Wos*, *Xandale* and *Yeo*, or one of them, and to be in the several tenures or occupations of *Simon Srut*, *Vincent Viner* and *William Wall*, their respective assigns or under-tenants; and also all those marsh-lands, tenements and hereditaments, herein before mentioned to be in the tenure or occupation of the said *Simon Slade*, his assigns or under-tenants, or any part or parts thereof, with the appurtenances, to any woman or women, which he the said Sir *Andrew Aston* shall afterwards marry, either before or after such marriage, for the life or lives of such woman or women, for her or their jointure or jointures, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided always nevertheless, and it is hereby farther declared and agreed by and between the said parties to these presents, that it shall and

may

may be lawful to and for the said Sir *Andrew Aston* and the said *Harriot Ellis* his intended wife (in case she survive him) as and when they shall respectively come into and be in possession of the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises, herein before limited to them for their respective lives as aforesaid, or any part thereof, by virtue of the limitations above-mentioned, at any time or times hereafter during their respective lives, by indenture under their respective hands and seals, to demise or lease the same, or any part thereof, to any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy; so as upon every such lease there be reserved and made payable, during the continuance thereof, the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of fine or income, for or in respect of such lease or leases; and so as none of the said leases be made dispunishable of waste, by any express words therein; and so as in every of such leases there be contained a clause of re-entry for non-payment of the rent or rents to be thereby respectively reserved; and so as the lessee or lessees, to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases; any thing herein contained to the contrary thereof notwithstanding. And whereas by indenture of lease bearing date on or about the twenty-fifth day of *July* which was in the year of our Lord 1729. and made or mentioned to be made between the dean and chapter of the cathedral church of *St. Benedict* in *Gloucester* of the one part, and the said Sir *Andrew Aston* of the other part, the said dean and chapter, for the considerations therein mentioned, did demise and grant unto the said Sir *Dennis Aston* all that their wood called *Layton* wood, containing by estimation fifty acres, more or less, lying in *Newnham* aforesaid in the said county of *Gloucester*, and bounding to the lands of the said dean and chapter south east, and to the highway leading to *Alton* south west, and to the lands of the said Sir *Dennis Aston* on all other parts, and all the timber and timber-like trees then growing or then after to grow on the premises during the said demise, with free leave and liberty to fell, cut down and carry away to his own use the same or any part thereof, when and as often as he pleased, together with the herbage and pawnage of the said wood, and all ways, easements, profits and commodities to the same belonging, or reputed or taken as part or parcel thereof; and also one piece of land called *Pye's Field*, containing by estimation twelve acres, and bounding to the lands then or then late of *John Lund* south west, and to the lands then or then late of the said Sir *Dennis Aston* east and south; and one other piece of land in *Newnham* aforesaid called the *Five Fields*, and containing by estimation five acres, more or less, bounding to *Norton* wood north west, and to lands of the said Sir *Dennis Aston* north east and south (except as therein is mentioned to be excepted); to hold

Leasing power to husband, and wife surviving him;

with restrictions as to the term, in possession,

best rent, without fine, not *sans waste*.

Re-entry for non-payment.

Lessees to execute counterparts.

Recital of a church-lease made to the husband's father, of a wood, &c.

unto

The husband
assigns the same
to trustees.

Habendum.

upon trusts af-
ter declared,
viz.

After the mar-
riage, to permit
the husband to
take the profits
during life, and
then in trust for
such son of the
marriage as first
shall attain
twenty-one, his
executors, &c.

In the mean
time, after the
decease of the
husband,

unto the said Sir *Dennis Aston*, his executors and assigns, from *Midsummer* then last past for the term of twenty-one years, at the yearly rent of 3 *l.* 5 *s.* payable at *Michaelmas* only, as therein is mentioned, as in and by the said recited indenture, relation being thereunto had, may more fully appear: now this indenture farther witnesseth, that in prospect and consideration of the said intended marriage, and for other the considerations aforesaid, and also for and in consideration of the sum of 10 *s.* of like lawful money, to the said Sir *Dennis Aston* in hand paid by the said *John Jenks* and *Matthew Moor*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Sir *Andrew Aston* hath granted, bargained, sold, assigned and set over, and by these presents doth grant, bargain, sell, assign and set over unto the said *Matthew Moor* and *John Jenks*, their executors, administrators and assigns, the said wood, lands, tenements, hereditaments, and all and singular other the premises in and by the said recited indenture of lease granted and demised, or mentioned or intended so to be as aforesaid, with their and every of their appurtenances (except as therein is excepted) and all the estate, right, title, interest, trust, proper benefit of renewal, claim and demand whatsoever of him the said Sir *Andrew Aston*, of, in, to or out of the same wood, lands, tenements, hereditaments and premises, every or any part or parcel thereof, by virtue of the said recited indenture of lease, and last will and testament of the said Sir *Dennis Aston* or either of them, or otherwise howsoever; to have and to hold the said wood, lands, tenements, hereditaments and premises, hereby, or mentioned or intended to be hereby assigned, with the appurtenances, unto the said *John Jenks* and *Matthew Moor*, their executors, administrators and assigns, from henceforth for and during all the rest and residue yet to come and unexpired of the said term of twenty-one years therein (subject to the rents and covenants in the said recited indenture of lease reserved and contained): upon such trusts, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same; that is to say, in trust for the said Sir *Andrew Aston* and his assigns, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then upon trust that they the said *John Jenks* and *Matthew Moor*, their executors, administrators and assigns, shall and do permit and suffer the said Sir *Andrew Aston* and his assigns, during so long time of the said term of twenty-one years as he shall live, to receive and take the clear rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then in trust for, and for the benefit of such son of the said Sir *Andrew Aston* on the body of the said *Harriot Ellis* his intended wife to be begotten as shall first attain the age of twenty-one years, his executors and assigns, for and during all the then residue of the said term; and in the mean time after the decease of the said Sir *Andrew Aston*, to permit and suffer the eldest

or

or only son for the time being of the said Sir *Andrew Aston* by the said *Harriot Ellis* his intended wife, to receive and take the rents and profits of the same leasehold premises, to and for his and their own use and benefit: but in case none of the sons of the said Sir *Andrew Aston*, by the said *Harriot Ellis* his intended wife shall live to attain the said age of twenty-one years, then in trust for the said Sir *Andrew Aston*, his executors and assigns, during the residue of the said term of twenty-one years therein. And it is hereby declared and agreed by and between all the said parties to these presents, that all new leases which shall hereafter be taken of the said leasehold premises, or any part thereof, shall from time to time remain, continue, and be subject and liable to the like trusts as are herein before declared of and concerning the same premises. And the said Sir *Andrew Aston* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *John Jenks* and *Matthew Moor*, their executors, administrators and assigns, that he the said Sir *Andrew Aston* shall and will, at his own proper costs and charges during his life, cause and procure the said recited lease of the said hereby assigned premises to be renewed from time to time, and in such manner as the same hath been usually renewed; and shall and will from time to time bear and pay all fines, and other incident charges, of and for such renewals. And the said Sir *Andrew Aston* doth hereby for himself, his heirs, executors and administrators, farther covenant, promise and agree, to and with the said *John Jenks* and *Matthew Moor*, their heirs, executors and administrators, in manner and form following; that is to say, that the said freehold and leasehold manor, capital messuage, messuages, lands, tenements, woods, hereditaments and premises, herein before mentioned or intended to be hereby granted and released, and assigned respectively as aforesaid, shall or lawfully may from time to time, and at all times hereafter, remain, continue and be, to and for the several uses, intents and purposes, upon the trusts, and under and subject to the provisos and agreements in and by these presents mentioned, expressed and declared of and concerning the same respectively as aforesaid; and shall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful let, suit, trouble, denial, eviction or interruption, of or by the said Sir *Andrew Aston*, his heirs or assigns, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest, of, in, to or out of the premises, or any part thereof, from, by or under, or in trust for him or them, or from, by or under the said Sir *Titus Aston* and Sir *Dennis Aston*, or either of them, or any other of the ancestors of the said Sir *Andrew Aston*; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said Sir *Andrew Aston*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants,

to permit the eldest son to take the profits. If no son attain twenty-one, then for the father, his executors, &c.

New leases to be subject to the like trusts.

The husband covenants to renew during life.

The husband covenants with the trustees for quiet enjoyment,

against persons claiming under him or his ancestors,

free from incumbrances;

except the above
sum due for
portions;

and a term,
which on pay-
ment of that
sum is to be
assigned to at-
tend, &c.

and except rents
and covenants
in the lease, and
except leases.

Covenant for
farther assu-
rances.

grants, bargains, sales, leases, mortgages, jointures, dowers, right and title of dower, uses, trusts, wills, entails, statutes, recognizances, judgments, extents, executions, rents, arrears of rent, forfeitures, re-entries, cause and causes of forfeitures and re-entry, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said Sir *Andrew Aston*, Sir *Titus Aston* and Sir *Dennis Aston*, or any other of the ancestors of the said Sir *Andrew Aston*, or any of them, their or any of their heirs or assigns, or of or by any other person or persons lawfully claiming or to claim, from, by or under, or in trust for them or any of them, or from, by or under their or any of their acts, means, assent, consent or procurement, except the said sum of 5000*l.* yet due and owing for the portions of the said *Walter* and *Harriot Aston*, and the growing interest thereof as aforesaid, against which the said term of five hundred years and the premises therein comprized are made a collateral security, in manner herein before mentioned; and also except a certain term of one thousand years of and in the premises, or some part thereof, created by the marriage-settlement of the said Sir *Dennis Aston* for raising portions for the younger children of that marriage, and which when the said 5000*l.* and interest is paid in manner aforesaid, is to be assigned to attend the inheritance of the premises hereby settled, and to be subservient to the uses and estates hereby limited thereof as aforesaid; and except the rents and covenants in the said recited indenture of lease reserved and contained, and which from henceforth on the tenants or lessees part are or ought to be paid, done and performed; and also except such leases of the premises, or any part thereof, whereupon the improved yearly rents are reserved and made payable. And moreover, that he the said Sir *Andrew Aston*, his heirs, executors and administrators, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, either at law or in equity, of, in, to or out of the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises, or any part thereof, from, by or under, or in trust for him or them, or from, by or under the said Sir *Titus Aston* and Sir *Dennis Aston*, or either of them (except the person and persons whose estates and interests are herein before excepted, for and in respect of such their said excepted estates and interests only) shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *John Jenks* and *Matthew Moor*, or the survivor of them, his executors or administrators, but at the proper costs and charges of the said Sir *Andrew Aston*, his heirs, executors or administrators, make, do and execute, or cause or procure to be made, done and executed, all and every such farther and other lawful and reasonable act and acts, thing and things, devices, conveyances and assu-
rances

rances in the law whatsoever, be the same by fine, feoffment, common recovery, or otherwise howsoever, for the farther, better, more perfect and absolute granting and conveying of the said manor, capital messuage, messuages, lands, tenements, hereditaments and premises, herein before mentioned to be hereby granted and assigned respectively as aforesaid, with their and every of their appurtenances, unto and for such uses, intents and purposes, upon such trusts, and under and subject to such provisoes and agreements as are herein before mentioned, expressed and declared of and concerning the same respectively as aforesaid, as by the said *John Jenks* and *Matthew Moor*, or the survivor of them, his executors or administrators, or their or any of their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable, for making or doing thereof, to go or travel above five miles from his or their respective dwellings or places of abode. In witness, &c.

A settlement before marriage of freehold and copyhold estates (the portion, part paid, part secured) to make a jointure (in a particular manner) by way of rent-charge. Usual limitations. Terms to raise portions and maintenances for younger children or daughters, there being no son. Usual clauses. Leasing power. Free from incumbrances, except rents, &c. The wife's uncle covenants to pay part of the portion, and to surrender copyhold to the use of the husband by way of mortgage, to secure that part. See the margin throughout. No. 9.

THIS indenture quadrupartite, made the tenth day of May anno Domini 1732, and in the fifth year of the reign of our sovereign lord *George* the second, by the grace of God, king, &c. between *Abel Archer* of *Bradden* in the parish of *Cadwell* in the county of *Devon*, esq; of the first part, *Ezra Ellis* senior, of *Fixley* in the said county of *Devon*, esq; and *Gertrude Ellis* spinster, daughter of the said *Ezra Ellis*, of the second part, *Henry Ellis*, of *Irrill* in the same county, esq; uncle of the said *Gertrude*, of the third part, and *Kenrick Ellis*, esq; only brother of *Sir Luke Ellis* of *London*, bart. and *Ezra Ellis* junior, esq; son and heir apparent of the said *Ezra Ellis* senior, of the fourth part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Abel Archer* and

The parties.

The intended marriage recited.

In consideration of the marriage, and the lady's marriage-portion paid, and secured, (*viz.*) part paid in full of her father's marriage-settlement, and of a legacy by an uncle's will, and interest;

and part secured to be paid after the death of another uncle; and for providing a maintenance for her, and for settling manors, &c. freehold and copyhold.

The husband grants releases, &c.

and the said *Gertrude Ellis*: now this indenture witnesseth, that in prospect and consideration of the said intended marriage, and also in consideration of the sum of 6000 *l.* of lawful money of *Great Britain*, the marriage-portion of the said *Gertrude*, paid and secured to be paid in manner following, *viz.* 4000 *l.* (part thereof) in hand paid by the said *Ezra Ellis senior* to the said *Abel Archer*, at or before the enfealing and delivery of these presents, in full payment and satisfaction of and for all portions, provisions, sum and sums of money made and provided, or agreed to be raised for the said *Gertrude* by the marriage-settlement of the said *Ezra Ellis senior*, as one of his children, only in case of his having a son or sons, by virtue of the term of six hundred years therein limited for that purpose, but not as a daughter, on failure of issue male of his body by virtue of the two several terms of one thousand years and one thousand years in the same settlement in that behalf limited; and also in full payment and satisfaction of and for the sum of 1000 *l.* (given to the said *Gertrude* by the last will and testament of her uncle *Mark Ellis* deceased) now in the hands of the said *Ezra Ellis senior*, and all interest due or to grow due for the same, and of and for all other contingents, benefit and advantage whatsoever, by survivorship or otherwise, which she now hath, or hereafter can or may have or claim by virtue of the same will, the receipt and payment of which said sum of 4000 *l.* accordingly he the said *Abel Archer* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Ezra Ellis senior*, his heirs, executors, administrators and assigns, and every of them, for ever by these presents; and the sum of 2000 *l.* (residue of the afore-said 6000 *l.* portion) secured to be paid by the said *Henry Ellis* to the said *Abel Archer*, his executors or administrators, in manner herein after mentioned, within three months next after the decease of the said *Henry Ellis*; and for making some provision of maintenance for the said *Gertrude Ellis*, in case she shall after the said intended marriage had happen to survive and overlive the said *Abel Archer* her intended husband; and for settling and assuring the manors, messuages, lands, tenements and hereditaments, both freehold and copyhold, herein after mentioned to be hereby granted and released, and covenanted to be surrendered respectively, with the appurtenances, to, for and upon such uses, trusts, intents and purposes, and under and subject to such provisoes, powers, limitations and agreements, as are herein after mentioned, expressed and declared of and concerning the same respectively; and for and in consideration of the sum of 10*s.* of like lawful money, to the said *Abel Archer* in hand paid by the said *Kenrick Ellis* and *Ezra Ellis junior*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Abel Archer* hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm, unto the said *Kenrick Ellis* and *Ezra Ellis junior*, their heirs and assigns, all that the

manor

manor of *Nort* in the said county of *Devon*, with all and singular its rights, members and appurtenances; and also all that farm called *Nort*, situate, lying and being within the parish of *Orwend* in the said county of *Devon*, together with all and singular the messuages, buildings, barns, stables, stalls, gardens, orchards, lands, tenements, ways, passages, easements, commons and hereditaments whatsoever, with their appurtenances, to the said farm of *Nort* belonging or in any wise appertaining, or therewith used, occupied or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, some time in the tenure or occupation of *Philip Pratt*, and now or late of *Robert Roll*, his under-tenants or assigns; and also all that capital messuage commonly called or known by the name of *Cadwell*, or by whatsoever other name or names the same is called or known, together with all out-houses, edifices, buildings, barns, stables, dove-houses, stalls, gardens, orchards, lands, tenements, meadows, pastures, feedings, sheep-downs, ways, passages, easements, profits, commodities, hereditaments and appurtenances whatsoever to the said capital messuage belonging or in any wise appertaining, or therewith used, occupied or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, situate, lying and being within the parishes of *Cadwell* and *Orwend*, or one of them, in the said county of *Devon*, and late or some time in the tenures or occupations of *Abel Archer* deceased, father of the said *Abel Archer* party hereunto, and of *Saul Strut*, or one of them, and now or late of the said *Abel Archer* party hereto, and *Thomas Treby*, or one of them, their or one of their under-tenants or assigns; and also all that tenement, and the lands with the appurtenances thereunto belonging, situate and being in *Orwend* aforesaid, late or some time in the tenure or occupation of the said *Saul Strut*, and now or late of the said *Robert Roll*, his under-tenants or assigns; and also all that the manor of *Vam* in the said county of *Devon*, with its rights, members and appurtenances [*many more parcels*]; all which said manors, messuages, farms, lands, tenements, hereditaments and premisses herein before granted and released, were the inheritance of *Walter Archer*, great grandfather of the said *Abel Archer* party hereunto, and of the said *Abel Archer* the father, or one of them, and descended and came to the said *Abel Archer* party hereunto, after the decease of the said *Abel Archer* the father, as his only son and heir; or by virtue of some settlement or settlements thereof made, and the said *Abel Archer* party hereunto is now seised in fee of the same premisses, by virtue of two common recoveries by him lately suffered thereof; and all that messuage or tenement, barn and garden, and all those fifteen acres of freehold land, more or less, belonging to the house now or late called *Xandole*; and all those several pieces or parcels of land next herein after mentioned, that is to say, three pieces or parcels of land containing by estimation five acres, more or less, whereof one piece is called the *Yeofield*, containing two acres; and also two acres called *Zell*,

Precedents in Conveyancing.

and also one acre lying in *Amton*, and also one acre of land lying in *Barden*; and also one acre of arable land called *Crowton's* acre, lying in the common lanes called *Crowton's Lanes*, abutting to the lands late of *Denzil Dun* towards the north, and to the lands late of *Edward Edge* towards the east; and also two acres of arable land in *Fund*, abutting to *Cetten Ditch*, and to the lands now or late of the said *Edward Edge* on both sides [*here follow more parcels*]; which said messuage or tenement, pieces or parcels of land and premises last herein before granted and released, are situate, lying and being in the borough of *Harne* within the said parish of *Orwend*, and late were in the tenure or occupation of *John Fry*, his assigns or under-tenants, and contain in the whole by estimation thirty-six acres, be the same more or less; and also all those two pieces or parcels of meadow or pasture land, with the appurtenances, lying and being in the borough of *Harne* aforesaid, in the said parish of *Orwend*, commonly called and known by the name of *Kettens*, or by whatsoever other name or names the same are called or known, containing by estimation sixteen acres, be the same more or less, now or late in the tenure or occupation of the said *Robert Roll*, his assigns or under-tenants, and before that of *Luke Lane* or his assigns, and were some time the estate of *Mark Lane* mercer, deceased, and afterwards of *Noah Norris* and *Olivia* his wife, or one of them; and also all those freehold lands, tenements and hereditaments, situate, lying and being in *Orwend* aforesaid, *Panto* and *Cadwell*, some or one of them, in the said county of *Devon*, and next herein after mentioned and described; (that is to say) certain lands lying in *Quig* called the *Reynes*, containing by estimation six acres, and certain lands lying in the borough of *Harne*, containing by estimation nine acres; and also four acres of land, more or less, formerly *Sam's*; and also one parcel of land containing by estimation three acres, lying in *East Harne*, and bounding to the lands now or late of *Titus Tall* on the east, to lands late of *Vincent Veal* on the north and west, and to lands late of *William Wayne* on the south, [*here follow more descriptions, &c.*] or in what other manner soever the said lands and premises last mentioned, or any part or parcel thereof, are or is butted or bounded; all which said freehold lands, hereditaments and premises last herein before granted and released, late were in the tenure or occupation of *Xerxes Xoll* yeoman, his assigns or under-tenants; and also all that one piece or parcel of meadow land containing by estimation one acre, be the same more or less, lying and being in the common fields of *Harne* in the borough of *Harne* aforesaid, in the said parish of *Orwend*, abutting and bounding to the lands of *Zacheus Zouch*, esq; to the north, and to the lands which the said *Abel Archer* party hereunto lately purchased of *Adam Allen* and his wife to the south, or in whatsoever other manner the same is butted and bounded, late in the tenure or occupation of *Bryan Beal*, his assigns or under-tenants; and all that piece or parcel of arable land containing by estimation half an acre,

more or less, with the appurtenances, situate and being in *Harne* aforesaid, in the parish of *Orwend* aforesaid, late in the tenure or occupation of *Caleb Cater*, his assigns or under-tenants; and all that one piece of arable land called *Dell*, containing by estimation four acres, be the same more or less, abutting to the land of the same *Abel Archer* on the east and north, and lying and being in the said parish of *Orwend*, and holden of the manor of *Orwend* by the yearly rent of 8*d.* all which said messuage or tenement, pieces or parcels of land, hereditaments and premises last herein before granted and released, were lately bought and purchased by the said *Abel Archer* party hereunto, to him and his heirs, of and from *Edmund Eades*, *Noah Norris* and *Olivia* his wife, and the said *Caleb Cater*, some or one of them respectively; and all houses, out-houses, edifices, buildings, yards, gardens, orchards, ways, paths, passages, waters, water-courses, hedges, ditches, fences, balks, commons, common of pasture, woods, underwoods, easements, profits, commodities, advantages, emoluments, lands, tenements, hereditaments and appurtenances whatsoever, to the said manors, messuages, lands, tenements, hereditaments and premises, herein before granted and released, or mentioned so to be, every or any part thereof, belonging or in any wise appertaining, or with the same or any part thereof now or at any time heretofore used, occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel or member thereof, or of any part thereof; all which said manors, messuages, lands, tenements, hereditaments and premises herein before granted and released, or mentioned so to be, are now in the several tenures, possessions or occupations of *Robert Roll*, *Saul Strut*, and the said *Abel Archer* party hereunto, some or one of them, their or some or one of their assigns, lessees or under-tenants; and also all other the manors, messuages, lands, tenements and hereditaments whatsoever, being freehold and not copyhold, of him the said *Abel Archer* party hereunto, situate, lying, and being in the several parishes or places of *Cadwell*, *Orwend* and *Harne* aforesaid, every or any of them, or elsewhere in the said county of *Devon*, with their and every of their appurtenances (except out of these presents, and the grant and release hereby made, all that freehold messuage or tenement, with all the barns, buildings, closes, yards, gardens, orchards, and one croft of land with the appurtenances, containing by estimation three acres, more or less, now or late *Giles's*, and formerly *Hart's*, to the same messuage or tenement belonging or appertaining, or reputed to belong or appertain, situate, lying or being in *Orwend* aforesaid, with the appurtenances, which said excepted messuage, croft and premises, are parcel of the estate and hereditaments lately purchased by the said *Abel Archer* party hereunto, of and from the said *Adam Allen*); all which said manors, messuages, lands, tenements, hereditaments and premises, herein before granted and released, or mentioned so to be (except as aforesaid) are now in the actual possession of the said *Kentrick Ellis* and *Ezra Ellis junior*, by virtue

General words.

General words, excluding the grantor's copyholds.

An exception of lands.

Bargain for a year mentioned.

General words.

N. bendum

upon trusts, &c.
after declared,
viz.

After the marriage as to part,

to the husband
for life,
sans waste;
remainder to
trustees for a
long term,

sans waste,

upon trusts, &c.
after declared;remainder to
the husband in
fee.As to other
parts,

of a bargain and sale to them thereof made by the said *Abel Archer* party hereunto for the term of one whole year, in consideration of 5 s. to him paid by the said *Kenrick Ellis* and *Ezra Ellis junior*, in and by one indenture bearing date the day next before the day of the date of these presents, and by force of the statute for transferring uses in possession made and provided; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of the said manors, messuages, lands, tenements hereditaments and premises, hereby, or mentioned to be hereby granted and released, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law or in equity, of him the said *Abel Archer* party hereunto, of, in, to, or out of the same manors, messuages, lands, tenements, hereditaments, and premises, every or any part or parcel thereof; to have and to hold the said manors, messuages, lands, tenements, hereditaments, and all and singular other the premises hereby or mentioned or intended to be hereby granted and released, with their and every of their appurtenances (except before excepted) unto the said *Kenrick Ellis* and *Ezra Ellis junior*, their heirs and assigns, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, powers, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, to the use of the said *Abel Archer* party hereunto and his heirs, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then as to, for and concerning all and so much and such part or parts of the said messuages, lands, hereditaments and premises herein before mentioned, or intended to be hereby granted and released, as are situate, lying and being in *Nort* and *Cadwell* aforesaid, or either of them, in the said county of *Devon*, with the appurtenances, to the use and behoof of the said *Abel Archer* party hereto, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after his decease, then to the use of the said *Ezra Ellis senior* and *Henry Ellis*, their executors, administrators and assigns, for and during the term of six hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste; upon such trusts nevertheless, and to and for such intents and purposes, and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same term; and from and after the end, expiration, or other sooner determination of the same term, and subject thereto, to the use of the said *Abel Archer* party hereunto, his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And as to, for and concerning all other the said manors, messuages, lands, tenements, hereditaments and premises herein before mentioned, or intended to be hereby granted and released, situate, lying and being in the several parishes of

Orwend

Orwend and *Harne* aforefaid, every or any of them, or elfewhere in the faid county of *Devon*, whereof no ufe is herein before declared to take effect after the folemnization of the faid intended marriage, with their appurtenances (except before excepted) to the ufe of the faid *Abel Archer* party hereunto and his affigns, for and during the term of his natural life, without impeachment of or for any manner of wafte; and from and after the determination of that eftate, then to the ufe and behoof of the faid *Kerrick Ellis* and *Ezra Ellis junior*, and their heirs, during the life of the fame *Abel Archer*, upon trust to fupport and preferve the contingent ufes and eftates herein after limited from being defeated or deftroyed, and for that purpofe to make entries or bring actions, as the cafe fhall require; yet neverthelefs to permit and fuffer the fame *Abel Archer* and his affigns, during his life to receive and take the rents, iffues and profits thereof, and of every part thereof, to and for his and their own ufe and benefit; and from and after his deceafe, then to the ufe, intent and purpofe, that immediately from and after the deceafe of the faid *Abel Archer* party hereunto, the the faid *Gertrude Ellis* and her affigns fhall and may yearly and every year, for and during the term of her natural life, have, receive and take, by and out of the faid manors, meffuages, lands, tenements, hereditaments and premiffes, in *Orwend* and *Harne* aforefaid, every or any of them (except before excepted) one annuity, yearly rent or fum of 400 l. or 600 l. as the cafe may happen, upon the contingency next herein after mentioned; that is to fay, in cafe there fhall be a fon or fons of the body of the faid *Abel Archer* party hereunto on the body of the faid *Gertrude* his intended wife lawfully begotten living at the death of the fame *Abel Archer*, or afterwards born alive, then one annuity, yearly rent or fum of 400 l. of lawful money of *Great Britain* only; and in cafe there fhall be no fuch fon or fons living at the deceafe of the fame *Abel Archer*, or which fhall be afterwards born alive, or being fuch, all of them fhall happen to die without iffue male in the life-time of the faid *Gertrude Ellis*, then one annuity, yearly rent or fum of 600 l. of like lawful money; the fame annuity or yearly fums of 400 l. or 600 l. (as the cafe may happen upon the contingency aforefaid) to be in full for the jointure of the faid *Gertrude Ellis*, and in lieu, bar and fatisfaction of and for the dower and thirds at common law, which ſhe can or may have or claim, of, in, to or out of all or any the manors, meffuages, lands, tenements and hereditaments of the faid *Abel Archer* her intended husband, or whereof or wherein he or any perfon or perfons in truft for him fhall be feized or poffeffed of any eftate of freehold or inheritance, during the coverture between them; and to be paid and payable to her the faid *Gertrude* or her affigns, at or in the common dining-hall of *Lincoln's Inn* in the county of *Middlefex*, at the four moft ufual feafts or days of payment in the year, that is to fay, the feafts of the nativity of *St. John* the baptift, *St. Michael* the archangel, the birth of our Lord *Chrift*, and the annunciation

to the husband
for life, *fans*
wafte; re main-
der to trustees.
to fupport, &c.

And after the
husband's de-
ceafe that the
wife may during
life have an an-
nuity (more or
lefs, upon the
contingency of
a fon furviving
the father or
not) for jointure, in bar of
dower,

payable quar-
terly.

On non-payment at a certain day, power to her to distrain, &c.

And on non-payment at a farther day, power to her to enter and enjoy,

until paid, with costs, &c.

and (chargeable with such annuity) the

of the blessed Virgin *Mary*, by even and equal portions, free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise; the first payment thereof to begin and to be made on such of the same feasts or days of payment as shall next happen after the decease of the said *Abel Archer* party hereunto. And to this farther intent and purpose, that if it shall happen that the said annuity, yearly rent or sum of 400*l.* or 600*l.* (as the case may be, upon the contingency aforesaid) or any part thereof, shall be behind or unpaid by the space of twenty-eight days next over or after any of the said feasts or days of payment herein before appointed for payment of the same as aforesaid, then and so often it shall and may be lawful to and for the said *Gertrude Ellis* and her assigns, into and upon all and singular the said manors, messuages, lands, tenements, hereditaments and premises, out of which the same annuities are to be issuing as aforesaid, or into and upon any part or parts thereof, to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away and impound, and in pound to detain and keep, or otherwise to sell and dispose thereof, according to due course of law, until she or they shall be duly satisfied and paid the said annuity, yearly rent or sum of 400*l.* or 600*l.* (as the case may be upon the contingency aforesaid) and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof at the days and times in that behalf aforesaid. Provided always, that in case the said annuity, yearly rent or sum of 400*l.* or 600*l.* (as the case may happen upon the contingency aforesaid) or any part thereof, shall be behind or unpaid by the space of forty days next over or after any of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded) then and so often it shall and may be lawful to and for the said *Gertrude Ellis* and her assigns, into and upon the said manors, messuages, lands, tenements, hereditaments and premises, out of which the same annuities are to be issuing as aforesaid, or into and upon any part or parts thereof, in the name of the whole to enter, and the same to have, hold and enjoy, and to receive and take the rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, until she or they shall be thereby or therewith, or otherwise fully satisfied and paid the said annuity, yearly rent or sum of 400*l.* or 600*l.* (as the case may happen as aforesaid) and all arrears thereof, and also so much thereof as shall incur and grow due during such time as she shall continue in possession of the same premises after such entry as aforesaid, together with such loss, costs, charges, damages and expences, as shall be occasioned by non-payment thereof at the days and times herein before for that purpose appointed. And as to, for and concerning the same manors, messuages, lands, tenements, hereditaments and premises (so charged and chargeable with the said annuity, yearly rent or sum of 400*l.* or 600*l.* as the case may be, and such remedies for the same as aforesaid)

from

from and immediately after the decease of the said *Abel Archer* party hereunto, to the use of the said *Ezra Ellis senior* and *Henry Ellis*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next ensuing, and fully to be compleat and ended; upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same term. And from and after the end, expiration or sooner determination of the same term, and subject thereto, to the use and behoof of the first son of the body of the said *Abel Archer* party hereunto on the body of the said *Gertrude* his intended wife lawfully to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second, third, fourth, fifth, sixth, and of all and every other the son and sons of the body of the said *Abel Archer* party hereunto on the body of the said *Gertrude* his intended wife lawfully to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body being always preferred, and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use and behoof of the said *Kenrick Ellis* and *Ezra Ellis junior*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of five hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste: upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same term. And from and after the end, expiration, or other sooner determination of the said term of five hundred years, to the use and behoof of the said *Abel Archer* party hereunto, his heirs and assigns for ever. And as to, for and concerning the aforesaid term of ninety-nine years, herein before limited to the said *Ezra Ellis senior* and *Henry Ellis*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them, in trust for the farther and better securing the payment of the said annuity, yearly rent or sum of 400*l.* or 600*l.* (as the case may happen upon the contingency aforesaid) unto the said *Gertrude Ellis* for her life, in manner aforesaid: and therefore if the same annuity or yearly rent of 400*l.* or 600*l.* (as the case may happen as aforesaid) or any part thereof, shall happen to be behind or unpaid to her the said *Gertrude Ellis* or her assigns, by the space of forty days next over or after any of the said feasts or days of payment whereon the same is herein before appointed to be

same manors, &c. to trustees for a term, upon trusts after declared;

and subject thereto, to the first and other sons of the marriage successively in tail male,

In default of such issue, to trustees for a long term, *sans waste*, upon trusts, &c. after declared;

Remainder to the husband in fee.

The trust of the first term declared,

for the better payment of the jointure.

On non payment, &c.

Power to the trustees to levy the same,

with costs, &c.

and to permit persons intitled to receive the overplus.

And, until default of payment, to permit them to receive the whole.

Proviso for ceasing this term upon her death, and full payment, &c.

paid as aforesaid, then upon trust that they the said *Ezra Ellis senior* and *Henry Ellis*, their executors, administrators and assigns, shall and do from time to time, by and out of the rents, issues and profits of the said manors, messuages, lands, hereditaments and premises so to them limited for ninety-nine years as aforesaid, or by demising, leasing or mortgaging the same premises or any part thereof, for all or any part of the said term of ninety-nine years therein, to raise, levy and pay such sum and sums of money as shall be sufficient to pay and satisfy unto her the said *Gertrude Ellis* and her assigns during her natural life the said annuity, yearly rent or sum of 400 *l.* or 600 *l.* (as the case may happen on the contingency aforesaid) or so much thereof as shall from time to time so happen to be behind and unpaid, together with all such costs, charges and expences as the the said *Gertrude*, or the said *Ezra Ellis senior* and *Henry Ellis*, her trustees, their executors, administrators or assigns, or any of them, shall sustain, expend or be put unto, for or by reason of the non-payment thereof at the days and times, and in manner first herein before in that behalf mentioned. And also shall and do permit and suffer such person or persons as shall for the time being be intitled to the reversion or remainder of the same manors, lands, hereditaments and premises expectant on the determination of the said term of ninety-nine years therein, to receive and take the residue and overplus of the rents and profits thereof, over and above what shall be sufficient from time to time to pay and satisfy the said annuity, yearly rent or sum of 400 *l.* or 600 *l.* (as the case may be) and all arrears thereof, and all costs, charges and expences attending the execution of the aforesaid trusts, to and for his and their own use and benefit. And upon this farther trust, that in the mean time and until default shall be made of or in payment of the said annuity or rent-charge of 400 *l.* or 600 *l.* (as the case may happen) or some part thereof, contrary to the true intent and meaning of these presents, they the said *Ezra Ellis senior* and *Henry Ellis*, their executors, administrators and assigns, shall and do permit and suffer such person or persons in reversion or remainder as aforesaid, to receive and take all the rents and profits of the premises chargeable therewith, to and for his and their own use and benefit. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that from and after the decease of the said *Gertrude Ellis*, and payment of all arrears which shall be then due of the said annuity or yearly rent of 400 *l.* or 600 *l.* (as the case may be) together with all costs, charges and expences attending the execution of the aforesaid trusts, then and at all times from thenceforth the said term of ninety-nine years, of and in the said manors, lands, hereditaments and premises, therein comprized as aforesaid, or so much thereof as shall not be disposed of for the purposes aforesaid, shall cease, determine, and be utterly void, any thing herein contained to the contrary thereof in any wise notwithstanding. And as to, for and concerning the said term of

fix

fix hundred years, herein before limited to the said *Ezra Ellis senior* and *Henry Ellis*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between the said parties to these presents, that the same is so limited to them, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes as are herein after mentioned, expressed and declared of and concerning the same; that is to say, that in case there shall be one or more child or children of the said *Abel Archer* party hereunto on the body of the said *Gertrude* his intended wife begotten (besides an eldest or only son) then upon trust that they the said *Ezra Ellis senior* and *Henry Ellis*, their executors, administrators or assigns, shall and do after the decease of the said *Abel Archer* party hereunto, and not before or sooner (unless with the express consent of the same *Abel Archer*, testified in writing under his hand and seal) by demise, sale or mortgage of the said messuages, lands, hereditaments and premises, in the same term comprized, or of any competent part thereof, for all or any part of the same term, or by such other ways or means as they the said *Ezra Ellis senior* and *Henry Ellis*, or the survivor of them, his executors, administrators or assigns, shall think fit, raise and levy, or borrow and take up at interest the sum of 4000*l.* of lawful money of *Great Britain*, for the portion or portions of all and every such child or children (except an eldest or only son) to be equally divided between or amongst them (if more than one) share and share alike; and to be paid to such of them as shall be a son or sons, at the age of twenty-one years; and to such of them as shall be a daughter or daughters, at the age of twenty-one years, or day or days of marriage, which shall first happen, if such respective times of payment happen after the decease of the said *Abel Archer* party hereunto; but if before, then within three calendar months next after his decease, and not sooner, unless with such consent as aforesaid. Provided always, that in case any of the same children, being a son or sons, shall die before the age of twenty-one years, or being a daughter or daughters, shall die before the said age of twenty-one years or marriage, then the portion or portions of him, her or them so dying, shall go and be paid unto and amongst the survivors or survivor, or others or other of them, equally between them, share and share alike (if more than one) when the original portion or portions of such surviving child or children shall become payable as aforesaid. Provided also, that in case all the same children shall die before such their said respective age or marriage, then the said sum of 4000*l.* so to be raised for their portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the benefit of the person or persons next in reversion or remainder of the premises expectant on the said term of six hundred years hereby limited; and then also so much thereof as shall be then raised, shall be paid to the same person or persons in reversion or remainder as aforesaid. And upon this farther trust,

The trust, &c. of the second term declared,

to raise a sum certain for portions for younger children.

Not till the father's death, unless with his consent.

To be equally divided; to sons at twenty-one; to daughters at twenty-one or marriage;

with benefit of survivorship.

If all die before portion payable, the money not to be raised.

that

Farther trust
as to mainte-
nances,

at a certain rate
of interest.

And farther
trust, until por-
tion payable, to
permit persons
intitled to take
the residue of
the profits.

No demise, &c.
till portion pay-
able.

If no such
child, or all die
before age or
marriage, or
portion and
maintenance
raised, or paid
or secured by
the father,

then the residue
of this term
to cease.

that the said *Ezra Ellis senior* and *Henry Ellis*, their executors administrators and assigns, shall and do by and out of the rents and profits of the said premisses comprized in the said term of six hundred years, or any part thereof, as soon as may be after the decease of the said *Abel Archer* party hereunto, and until the said portion or portions of the said younger child or children shall become payable respectively as aforesaid, raise, levy and pay, for the maintenance and education of the same child or children, such yearly sum or sums of money as they the said *Ezra Ellis senior* and *Henry Ellis*, or the survivor of them, or the executors or administrators of such survivor, shall think fit; so always, that such yearly maintenance exceed not in the whole the interest of the respective portions of the same children, after the rate of 4*l. per cent. per annum.* And upon this farther trust, that they the said *Ezra Ellis senior* and *Henry Ellis*, their executors, administrators and assigns, shall and do, until some one of the same portions become payable, permit and suffer the person or persons in reversion or remainder immediately expectant on the said term of six hundred years, to receive and take the residue of the rents and profits of the same premisses comprized in the said term of six hundred years, over and above so much thereof as shall from time to time be paid or become payable for the maintenance and education of such child or children as aforesaid. Provided always, that no such demise, sale or mortgage as aforesaid, shall be made until some one of the said portions of the said younger children shall become payable as aforesaid. Provided also, that in case there shall be no such child or children of the said *Abel Archer* party hereunto on the body of the said *Gertrude* his intended wife to be begotten (save an eldest or only son as aforesaid) or there being such child or children, all of them shall die before such their said respective age or marriage; or in case the said sum of 4000*l.* before limited and appointed to be raised for his, her or their portion or portions as aforesaid, and also such maintenance in the mean time and until the same portion or portions shall become payable as aforesaid, shall be by the said *Ezra Ellis senior* and *Henry Ellis*, their executors, administrators and assigns, raised and levied by the ways and means in that behalf afore-mentioned, or shall be by the said *Abel Archer* party hereunto, his heirs or assigns, paid, or to the good-liking of the said *Ezra Ellis senior* and *Henry Ellis*, or the survivor of them, his executors or administrators, secured to be paid, according to the purport, true intent and meaning of these presents; then and in every or any of the said cases, and at all times from thenceforth, the said term of six hundred years of and in the premisses therein comprized, or so much thereof as shall remain unfold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein before contained to the contrary thereof in any wise notwithstanding. Provided farther, and it is hereby declared and agreed by and between the said parties to these presents, that in case the

said

said *Abel Archer* party hereunto shall at any time or times hereafter, to the good-liking of the said *Ezra Ellis senior* and *Henry Ellis*, or the survivor of them, his executors or administrators, (testified in writing under his or their hands and seals, or hand and seal) well and effectually secure the payment as well of the said last mentioned sum of 4000*l.* for the portion and portions of such his child or children (not being an eldest or only son as aforesaid) as also such maintenance as aforesaid, in the mean time and until the same portion or portions shall become payable, upon or out of any other manors, messuages, lands, tenements or hereditaments (not herein before granted and released, or mentioned so to be) of sufficient estate and value for that purpose; then and in such case, and immediately thereupon and from thenceforth, the said term of six hundred years, herein before limited to the said *Ezra Ellis senior* and *Henry Ellis*, their executors, administrators and assigns, of and in the said messuages, hereditaments and premises therein comprized, or mentioned or intended so to be, and all and every the trusts of the same term, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. And as to, for and concerning the said term of five hundred years, herein before limited to the said *Kenrick Ellis* and *Ezra Ellis junior*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos as are herein after mentioned, expressed and declared of and concerning the same term; that is to say, in case the said *Abel Archer* party hereunto shall die without issue male of his body on the body of the said *Gertrude* his intended wife to be begotten; or being such, all of them shall die without issue male of his or their body or bodies, and that there be issue one or more daughter or daughters of the said *Abel Archer* party hereunto on the body of the said *Gertrude* his intended wife begotten living at the time of such failure of issue male as aforesaid, or at any time after, then upon trust that they the said *Kenrick Ellis* and *Ezra Ellis junior*, their executors, administrators and assigns, shall and do after the commencement of the said term of five hundred years, and not before or sooner, unless with the express consent of the said *Abel Archer* party hereunto, and *Gertrude* his intended wife, or the survivor of them, testified in writing under his, her or their hands and seals, or hand and seal, by demise, sale or mortgage of the said manors, messuages, lands, tenements, hereditaments and premises in the same term comprized, or of a competent part thereof, for all or any part of the same term, and by and with the rents and profits thereof, in the mean time and until such sale, over and above such part of the said rents and profits as shall be applied for the maintenance and education of such daughter or daughters as is herein after mentioned, raise and levy, or borrow and take up

If the father with approbation of the trustees secures the portions and maintenance upon other lands, &c.

then this second term to cease.

The trusts, &c. of the third term declared.

If no issue male, to raise portions for daughters.

(at what time, with consent of husband and wife, or the survivor) by demise, &c.

at

Different sums,
according to the
number of
them.

Benefit of sur-
vivorship among
them.

If all die before
portion payable,
the money not
to be raised.

Father trust, out
of rents to raise
maintenance,
&c.

at a certain rate
of interest.

at interest; such sum and sums of money, for the portion and portions of all and every such daughter and daughters, as are herein after mentioned; that is to say, if but one such daughter, then the sum of 6000*l.* of lawful money of *Great Britain*, for her portion, to be paid her at her age of twenty-one years or day of marriage, which shall first happen, if such time of payment happen after the commencement of the said term of five hundred years; but if before, then within three calendar months after the commencement of the same term, and not sooner (unless with such consent as aforesaid); and if there shall be two or more such daughters, then the sum of 8000*l.* of like money, for their portions, to be equally divided between and amongst them, share and share alike, and to be paid to them respectively at their respective age of twenty-one years or days of marriage, which shall first happen, if such respective times of payment happen after the commencement of the same term; but if before, then within three calendar months after the commencement thereof, and not sooner, unless with such consent as aforesaid. Provided always, that in case any of the same daughters shall happen to die before she or they shall attain the said age of twenty-one years or be married, then the portion or portions of her or them so dying, shall go and be paid to and amongst the survivors or survivor of them, to be equally divided between them, share and share alike, (if more than one) when the original portion or portions of such surviving daughter or daughters shall become payable as aforesaid, so as no one of them shall have above the sum of 6000*l.* for her portion. Provided also, that in case all the said daughters shall happen to die before any of them shall attain the age of twenty-one years or be married, then the said sum and sums of money appointed to be raised for their portion or portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the benefit of the person or persons next in reversion or remainder of the said premises expectant on the said term of five hundred years therein; and then also so much thereof as shall be then raised, shall be paid to the same person or persons in reversion or remainder as aforesaid. And upon this farther trust, that they the said *Kenrick Ellis* and *Ezra Ellis junior*, their executors, administrators and assigns, shall and do by and out of the rents and profits of the premises comprized in the said term of five hundred years, or any part thereof, as soon as may be after the decease of the said *Abel Archer* party hereunto, without issue male by the said *Gertrude* his intended wife, and until the said portion or portions of the said daughter or daughters shall become payable respectively as aforesaid, raise, levy and pay, for the maintenance and education of the same daughter or daughters, such yearly sum and sums of money as they the said *Kenrick Ellis* and *Ezra Ellis junior*, or the survivor of them, or the executors or administrators of such survivor shall think fit, so always that such yearly maintenances shall not exceed in the whole the interests of the respective portions of such daughter or daugh-

ters, after the rate of 4 l. per cent. per annum. Provided always, that no such sale or mortgage as is last herein before mentioned shall be made, until some one of the said last mentioned portions shall become payable. Provided always, that in case there shall be no such daughter or daughters of the said *Abel Archer* party hereunto on the body of the said *Gertrude* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after; or there being such daughter or daughters, all of them shall happen to die before any of them shall attain the age of twenty-one years, or be married; or in case the said sum and sums of money before limited and appointed to be raised for such daughters portions as aforesaid, and also such maintenance in the mean time, and until the same portion or portions shall become payable as aforesaid, shall be by the said last named trustees, their executors, administrators or assigns, raised, levied and paid by the ways and means in that behalf afore-mentioned; or shall be by such person or persons as shall for the time being be next in reversion or remainder of the same premises expectant on the said term of five hundred years therein, paid, or to the good-liking of the same trustees, or the survivor of them, his executors or administrators, secured to be paid according to the purport, true intent and meaning of these presents; then and in every of the said cases, and at all times from thenceforth, the said term of five hundred years, of and in the said manors, messuages, lands, tenements, hereditaments and premises, or so much thereof as shall remain unsold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void to all intents and purposes, any thing herein before contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby declared and agreed by and between all the said parties to these presents, that if the said *Abel Archer* party hereunto shall advance and prefer such his daughter or daughters in marriage with a portion or portions in his life-time, or that any sum or sums of money shall be raised for them or any of them by virtue of the aforesaid term of six hundred years, or the trusts thereof; then and in such case such portion and portions and money shall be accounted as part, if less in value than the portion or portions last herein before provided or intended for the same daughter or daughters; but if as much or more in value, then in full of the same portion or portions, unless he the said *Abel Archer* shall by writing under his hand declare the contrary, any thing herein before contained to the contrary thereof in any wise notwithstanding. And this indenture farther witnesseth, that in consideration of the said intended marriage and marriage-portion, and for other the considerations aforesaid, he the said *Abel Archer* party hereunto doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Kenrick Ellis* and *Ezra Ellis junior*, their heirs, executors and administrators, that he the said *Abel Archer* party hereunto shall and will forth-

No sale, &c.
until portion
payable.
If no such
daughters, &c.

or the portions
and mainte-
nances be raised,

or paid or se-
cured by the
reversioner, &c.

this term, &c.
to cease.

Provido, if the
father prefers
any of them, or
any money be
raised by the
second term, be
accounted in
part or in full,
unless the father
declare the
contrary.

The husband
covenants to
settle copyholds

with,

with, or as soon as conveniently may be after the solemnization of the said intended marriage, by surrender, or common recovery or recoveries, in the court to be holden for the manor of *Orwend* in the said county of *Devon*, according to the custom of the same manor, or by other lawful ways and means, convey, settle and assure all and singular his copyhold messuages or tenements, lands and hereditaments, holden of the same manor, and herein after mentioned; (that is to say) [*here follow the parcels*] and also all other the copyhold or customary messuages, lands, tenements and hereditaments whatsoever of him the said *Abel Archer* party hereunto, holden of the aforesaid manor of *Harne*, with their and every of their appurtenances, to the use of such person and persons, and for such estate and estates, and in such manner and form as the said freehold manors, messuages, lands, tenements, hereditaments and premisses hereby granted and released, in the parishes or places of *Orwend* and *Harne* aforesaid, are herein before limited, or mentioned or intended to be limited, to take effect after the solemnization of the said intended marriage, or as near thereto as the nature and tenure of the said copyhold premisses will admit (except only as to the said estate for life, limited for supporting contingent remainders, and the said two several terms of ninety-nine years and five hundred years, limited in the same freehold premisses) but subject nevertheless to the better raising, paying and securing of the said annuity, yearly rent or sum of 400*l.* or 600*l.* (as the case may happen upon the contingency aforesaid) unto the said *Gertrude Ellis* and her assigns during her life, in such manner and at such times as are herein before appointed for the payment of the same. Provided always nevertheless, and it is hereby declared and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *Abel Archer* party hereunto, at any time or times hereafter during his life, by indenture under his hand and seal, to demise or lease all or any part of the said manors, messuages, lands, tenements, hereditaments and premisses, to any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy, except the former lease be within one year of expiring; so as upon every such lease there be reserved and made payable, during the continuance thereof, the best and most improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of fine or income, for or in respect of such lease or leases; and so as none of the said leases be made dispunishable of waste, by any express words therein; and so as in every such lease there be contained a clause of re-entry for non-payment of the rent or rents to be thereby reserved; and so as the lessee or lessees, to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases; any thing in these presents contained to the contrary thereof in any wise notwithstanding. And the said *Abel Archer* party hereunto

for such estates as the freeholds (above, &c.) are settled, or as near as may be, except the estate for life, &c. and the two terms for years, but subject to the jointure.

Leasing power to the husband, with restrictions as to the term in possession,

best rent, without fine,

not *sans waste*.

Clause of re-entry on non-payment. Lessees to execute counterparts.

unto doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said *Kenrick Ellis* and *Ezra Ellis junior*, their heirs, executors and administrators, in manner and form following; that is to say, that all and every the aforefaid freehold and copyhold manors, messuages, lands, tenements, hereditaments and premisses, herein before mentioned or intended to be hereby granted and released, and covenanted to be conveyed and assured respectively as aforefaid (except before excepted) shall or lawfully may from time to time, and at all times hereafter, remain, continue and be, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the provisos and agreements in and by these presents mentioned, expressed and declared of and concerning the same respectively as aforefaid; and shall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful let, suit, trouble, denial, eviction or interruption, of or by the said *Abel Archer* party hereunto, his heirs or assigns, or of or by any other person or persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Abel Archer* party hereunto, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, titles of dower, uses, trusts, wills, entails, statutes, recognizances, judgments, extents, executions, rents, arrears of rent, forfeitures, re-entry, cause and causes of forfeitures and re-entry, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said *Abel Archer* party hereunto, his heirs or assigns, or by any other person or persons whomsoever, other than and except the rents and services from henceforth to grow due to the chief lord or lords of the fee or fees of the premisses, for or in respect of his or their seigniority or seigniories; and except such leases of the premisses, or any part thereof, whereupon the improved yearly rent is reserved and made payable. And moreover, that he the said *Abel Archer* party hereunto and his heirs, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, either at law or in equity, of, in, to or out of the said freehold and copyhold manors, messuages, lands, tenements, hereditaments and premisses, hereby, or mentioned or intended to be hereby granted and released, and covenanted to be assured respectively, or any of them, or any part thereof, from, by or under, or in trust for him or them, shall and will from time to time, and at any time or times hereafter, upon every reasonable request of the said *Kenrick Ellis* and *Ezra Ellis junior*, or the survivor of them, his executors or administrators, but at the proper costs and charges in the law of the said *Abel*

The husband covenants for quiet enjoyment.

free from incumbrances;

except rents and services to chief lords, and leases on which improved rents are reserved.

Covenant for farther assurances.

Covenant by an
uncle of the
lady,

that his heirs,
&c. shall pay
the rest of the
portion within
three months
after his death.

He covenants to
surrender copy-
hold

Archer party hereunto, his heirs, executors or administrators, make, do, acknowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed, all and every such farther and other lawful and reasonable act and acts, thing and things, devices, conveyances and assurances in the law whatsoever, be the same by fine, feoffment, common recovery, or otherwise, for the farther, better, more perfect and absolute granting, conveying and assuring of the said manors, messuages, lands, tenements, hereditaments and premises, herein before mentioned to be hereby granted and released, and covenanted to be conveyed and assured respectively as aforesaid, with their and every of their appurtenances, unto and for such uses, intents and purposes, upon such trusts, and under and subject to such provisoes and agreements as are herein before mentioned, expressed and declared of and concerning the same respectively as aforesaid, as by the said *Kenrick Ellis* and *Ezra Ellis junior*, or the survivor of them, his heirs, executors or administrators, or their or any of their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable, for making or doing thereof, to go or travel above five miles from his or their then respective dwellings or places of abode. And this indenture farther witnesseth, that in consideration of the said intended marriage, and of the settlement herein before made or mentioned to be made by the said *Abel Archer* party hereunto, in manner aforesaid, he the said *Henry Ellis* doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said *Abel Archer* party hereunto, his executors and administrators, that in case the said intended marriage shall take effect, then the heirs, executors or administrators of the said *Henry Ellis*, shall and will well and truly pay, or cause to be paid, unto the said *Abel Archer*, his executors or administrators, the said sum of 2000*l.* of lawful money of *Great Britain*, residue of the said portion of 6000*l.* within the space of three months next after the decease of him the said *Henry Ellis*. And for the farther and more effectual securing the payment of the same sum of 2000*l.* as aforesaid, he the said *Henry Ellis* doth hereby for himself, his executors and administrators, covenant, promise and grant, to and with the said *Abel Archer* party hereunto, his executors and administrators, that he the said *Henry Ellis* or his heirs shall and will forthwith, or as soon as conveniently may be, surrender, or cause to be surrendered, into the hands of the lord or lords of the manor of *Irril* in the said county of *Devon*, according to the custom of the samemanor, all that messuage or tenement called [*here follow parcels*] and also all houses, out-houses, buildings, ways, waters, water-courses,

courses, commons, privileges, easements, profits, commodities, advantages, hereditaments and appurtenances whatsoever, to the said last mentioned messuages or tenements, lands, hereditaments and premises belonging or appertaining, or therewith used or enjoyed, or reputed as part thereof; to the use of the said *Abel Archer* party hereunto, his heirs and assigns, according to the custom of the said manor of *Ashdon*: under and subject nevertheless to a proviso or condition in such surrender or surrenders to be contained for making void the same on payment by the heirs, executors or administrators of the said *Henry Ellis*, unto the said *Abel Archer* party hereunto, his executors or administrators, of the said sum of 2000*l.* residue of the said portion of 6000*l.* in three months next after the decease of the said *Henry Ellis*, according to his covenant herein before in that behalf contained. In witness, &c.

to the use of the husband by way of mortgage,

to secure that part of the portion.

A settlement before marriage, of land, monies, and bank-annuities of the wife, and bank-annuities of the husband. The intended wife grants, releases, &c. Usual limitations to sons; remainder to daughters in common, with cross remainders; remainder to wife's appointee, or to her in fee. Leasing-power to husband and wife. Agreement as to the annuities, &c. to be invested in a purchase, and settled. The wife's estates for life to be in bar of dower. A term to raise portions and maintenances for children. Future settlement to contain certain clauses, &c. Proper power and indemnity to the trustees of this personal estate. No. 10.

THIS indenture quadrupartite, made the fifteenth day of March anno Domini 1719, and in the sixth year of the reign of, &c. between *Austin Allen* of the city of *London* merchant, of the first part, *Barbara Bell* of *Coxhall* in the county of *Derby* spinster, of the second part, *Ezekiel Eades* of *Fotton* in the county of *Gloucester*, esq; and *Henry Bell* of *London* gent. of the third part, and *James Jones* citizen and embroiderer of *London*, and *Kenelm Bell* citizen and distiller of *London*, of the fourth part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Austin Allen* and the said *Barbara Bell*. And whereas the said *Barbara Bell* is and stands seised of an estate of inheritance in fee-simple to her and her heirs, of and in the lands, tenements and hereditaments herein after mentioned to be hereby granted and released,

The parties.

The intended marriage recited.

that the woman is seised and possessed, &c.

And that she this day, with the privity of the husband, assigned her mortgages to trustees, and laid out her money in bank-annuities, and transferred the same to trustees, and agreed to settle her lands as after mentioned.

And that the husband has laid out a sum in the purchase of such annuities, and has transferred the same to the same trustees.

The consideration, the marriage and for settling the lands, &c.

The wife, with privity, &c. grants releases, &c.

and is possessed of or intitled unto the sum of 1200*l.* due and owing to her upon several mortgages and real securities of lands and tenements in the counties of *Lincoln* and *Monmouth*, or one of them, and is also possessed of or intitled unto the farther sum of 1200*l.* in money, all which amount together to the sum or value of 3600*l.* or thereabouts, and are so accepted and taken by the said *Austin Allen*, as and for and in full of the marriage-portion of her the said *Barbara Bell* his intended wife. And whereas in prospect and consideration of the said intended marriage the said *Barbara Bell* hath on the day of the date hereof, with the privity and consent of the said *Austin Allen* her intended husband, testified by his being a party to, and his sealing and delivery of these presents, assigned the said mortgages and securities, and the monies thereupon due and owing, unto the said *Ezekiel Eades* and *Henry Bell*, their executors, administrators and assigns, by two several writings or deeds poll indorsed on the said securities, or some of them, and hath also on the day of the date hereof, with the like privity and consent of the said *Austin Allen*, testified as aforesaid, laid out the other of the aforesaid sums of 1200*l.* in the purchase of annuities (in the capital or joint-stock of 910,000*l.* erected by act of parliament in the first year of his present Majesty's reign, and attended with annuities at 5*l.* per cent. per annum, redeemable by parliament) commonly called *bank-annuities*, and transferred the same unto the said *Ezekiel Eades* and *Henry Bell*, in the transfer-books for that purpose kept, and hath also agreed to settle and convey the said lands, tenements and hereditaments, whereof she stands seised as aforesaid, to such uses, upon such trusts, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same. And whereas the said *Austin Allen*, in prospect and consideration of the said intended marriage, and for other the considerations aforesaid, hath laid out the sum of 3600*l.* in the purchase of the like annuities in the aforesaid capital or joint-stock, and hath this day transferred the same unto the said *Ezekiel Eades* and *Henry Bell*, in the transfer-books before-mentioned: now this indenture witnesseth, that in pursuance of the said recited agreement, and in consideration of the said intended marriage, and for settling and conveying the said lands, tenements and hereditaments, herein after mentioned to be hereby granted and released, in such manner as is herein after expressed, and for and in consideration of the sum of 10*s.* of lawful money of *Great Britain*, to the said *Austin Allen* in hand paid by the said *Ezekiel Eades* and *Henry Bell*, at or before the enfealing and delivery of these presents, the receipt*whereof is hereby acknowledged, she the said *Barbara Bell*, by and with the privity and consent of the said *Austin Allen* her intended husband, testified by his being a party to, and his sealing and delivery of these presents, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said *Ezekiel Eades* and *Henry Bell*, their heirs

and

and assigns, all that capital messuage or tenement, with the appurtenances, called or known by the name of *Nettens*, situate, lying and being in the parish of *Orwend* in the county of *Pembroke*, and all barns, out-houses, dove-houses, orchards, gardens, and all other hereditaments whatsoever, to the said messuage or tenement in any wise belonging or appertaining, or to or with the same now or at any time heretofore used, letten, occupied or enjoyed, now or late in the tenure or occupation of *Robert Rich* husbandman, his under-tenants or assigns; and also all that one field or parcel of arable and pasture land commonly called or known by the name of *Sansfield*, containing by estimation twenty-six acres, more or less; one other field called *Tamfield*, now divided into two parcels, containing by estimation twenty-five acres, more or less [*here follow more parcels*]; one piece of marsh-ground called *Uns Farm*, containing by estimation ten acres, more or less; and three other parcels of marsh-ground called *Notten End*, adjoining to *Wam Mill*, containing by estimation twenty acres, more or less; and all other the lands, arable, meadow, pasture, and marsh-grounds, formerly purchased by *Henry Bell*, late citizen and sadler of *London*, deceased, father of the said *Barbara Bell*, of and from *Xerxes Xoll* of the parish of *Yar* in the said county of *Derby*, gent. and *Zacheus Zouch* of *Alton* in the county of *Bucks*, gent. situate, lying and being within the several parishes, precincts or fields of *Orwend* aforesaid and *Cleden*, or either of them, in the said county of *Pembroke*, together with all feedings, commons, common of pasture, marshes and marsh-grounds, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said capital messuage or tenement, lands, hereditaments and premises, every or any of them belonging or in any wise appertaining, or therewith or with any part thereof used, occupied, possessed or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, or of any part thereof, which said lands, grounds, hereditaments and premises, now are or late were in the tenure, possession or occupation of the said *Robert Rich*, his under-tenants or assigns (all which said capital messuage or tenement, lands, hereditaments and premises, herein before mentioned or intended to be hereby granted and released, are now in the actual possession of the said *Ezekiel Eades* and *Henry Bell*, parties hereunto, by virtue of a bargain and sale to them thereof made by the said *Barbara Bell* for the term of one whole year, commencing from the feast of the birth of our Lord Christ last past before the date hereof, in consideration of 5s. to her paid by the said *Ezekiel Eades* and *Henry Bell* party hereto, in and by one indenture bearing date the day next before the day of the date hereof, and made or mentioned to be made between the said *Barbara Bell* of the one part, and the said *Ezekiel Eades* and *Henry Bell* party hereto, of the other part, and by force of the statute for transferring uses into possession made and provided); and the reversion and reversions, remainder and

The parcels.

Bargain for a year mentioned.

General words.

Salutandum.

after the marriage, to husband and wife, and the survivor for life, *sans waste*;

remainder to trustees, to preserve, &c.

Remainder to the first and other sons of the marriage successively in tail male.

remainders, yearly and other rents, issues and profits of the said capital messuage or tenement, lands, hereditaments and premises, mentioned or intended to be hereby conveyed, and of every of them, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and equity, of her the said *Barbara Bell*, of, in, to, or out of the said capital messuage or tenement, lands, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said capital messuage or tenement, lands, hereditaments, and all and singular other the premises mentioned or intended to be hereby granted and released, with their and every of their appurtenances, unto the said *Ezekiel Eades*, and *Henry Bell* party hereto, their heirs and assigns, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisions, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, to the use and behoof of the said *Barbara Bell* and her heirs, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then to the use and behoof of the said *Austin Allen* and *Barbara* his intended wife, for and during the term of their natural lives, and the life of the longer liver of them, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of the said *Ezekiel Eades*, and *Henry Bell* party hereto, and their heirs, during the lives of the said *Austin Allen* and *Barbara* his intended wife, and the life of the longer liver of them; upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require, but nevertheless to permit and suffer the said *Austin Allen* and *Barbara* his intended wife, and the survivor of them, during their lives, and the life of the longer liver of them, to receive and take the rents and profits thereof, and of every part thereof, to and for their own use and benefit. And from and after the several deceases of them the said *Austin Allen* and *Barbara* his intended wife, and the decease of the survivor of them, then to the use and behoof of the first son of the body of the said *Austin Allen* on the body of the said *Barbara* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second son of the body of the said *Austin Allen* on the body of the said *Barbara* his intended wife to be begotten, and of the heirs male of the body of such second son lawfully issuing; and for default of such issue, then to the use and behoof of the third, fourth, fifth, sixth, seventh, and of all and every other the son and sons of the body of the said *Austin Allen* on the body of the said *Barbara* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of

age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body issuing always to be preferred, and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use and behoof of all and every the daughters (if more than one) of the body of the said *Austin Allen* on the body of the said *Barbara* his intended wife to be begotten, to be equally divided amongst them, share and share alike, to take as tenants in common, and not as joint-tenants, and of the several and respective heirs of the bodies of all and every such daughters lawfully issuing. And in case one or more of such daughters shall happen to die without issue of her or their body or bodies, then as to the share or shares of her or them so dying, to the use of the survivors or others of them, share and share alike, to take as tenants in common, and not as joint-tenants, and of the several and respective heirs of their bodies lawfully issuing. And in case all such daughters but one shall happen to die without issue, or if there shall be but one such daughter, then to the use of such only daughter, and of the heirs of her body lawfully issuing; and for default of all such issue, then to the use of such person or persons, and for such estate and estates, and in such parts and proportions, manner and form, with or without power of revocation, as she the said *Barbara Bell*, notwithstanding her coverture, and whether she shall be sole or married, shall by any writing or writings under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, sealed and published in the presence of three or more credible witnesses, from time to time direct, limit or appoint; and in default of such direction, limitation and appointment, or in case any such shall be, when and so soon as the estates or interests thereby limited shall respectively end and determine, then to the use and behoof of her the said *Barbara Bell*, and of her heirs and assigns for ever. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Austin Allen*, at any time or times during his life, and after his decease to and for the said *Barbara Bell* his intended wife, at any time or times during her life, by indenture under their respective hands and seals, to demise or lease the said capital messuage or tenement, lands, hereditaments and premises, mentioned or intended to be hereby conveyed, to any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy, so as upon every such lease there be reserved and made payable, during the continuance thereof, the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of

Remainder to the daughters, as tenants in common in tail,

with cross remainders.

Or if but one, then to her in tail.

Remainder to such person, &c. as the wife shall appoint.

In default of appointment, to her and her heirs.

Leasing power to husband and wife respectively,

with restrictions as to the term, possession,

at the best rent,

without fine,

fine

not *sans waste*,
with clause of
re-entry for
non-payment.

Lessees to exe-
cute counter
parts.

The intended
wife covenants
that she has not
incumbered.

Agreement,
that the securi-
ties and annui-
ties

are assigned and
transferred, up-
on trust that
the trustees,
with approba-
tion of husband
and wife, or the
survivor,

sell the same,

and invest the
money in a pur-
chase of free-
hold in fee,

and settle the
same,

fine or income, for or in respect of such lease or leases; and so as none of the said leases be made dispensable of waste, by any express words therein; and so as in every of the said leases there be contained a clause of re-entry for non-payment of the rent or rents to be thereby respectively reserved; and so as the lessee or lessees, to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Barbara Bell* doth hereby for herself, her heirs, executors and administrators, covenant, promise and agree, to and with the said *Ezekiel Eades* and *Henry Bell* party hereto, their heirs, executors and administrators, that she the said *Barbara Bell* hath not at any time heretofore done, committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by means whereof the premises mentioned or intended to be hereby conveyed, or any of them, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever. And this indenture farther witnesseth, that in consideration of the said intended marriage, and for other the considerations aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that the aforesaid mortgages and securities, and monies thereupon due, herein before recited to be assigned to the said *Ezekiel Eades*, and *Henry Bell* party hereto, their executors, administrators and assigns as aforesaid, and also the said several sums of 1200*l.* and 3600*l.* so laid out in the purchase of annuities or stock, and herein before also recited to be transferred to the said *Ezekiel Eades* and *Henry Bell* party hereto as aforesaid, were and are so assigned and transferred unto them as aforesaid, upon this special trust and confidence, that they the said *Ezekiel Eades* and *Henry Bell* party hereto, or the survivor of them, or the executors or administrators of such survivor, shall and do, with the good-liking and approbation of the said *Austin Allen* and *Barbara* his intended wife, or the survivor of them, or the executors or administrators of such survivor, as soon after the solemnization of the said intended marriage as a convenient purchase or purchases can be found and procured, sell and dispose of the said annuities or stock so to them transferred as aforesaid, for the best price that can be reasonably had or gotten for the same, and with such approbation as aforesaid lay out and dispose of the monies arising by such sale, together with the said sum of 1200*l.* due and owing upon the said recited mortgages and securities as aforesaid, and every or any part thereof, in a purchase or purchases of freehold messuages, lands, tenements or hereditaments of an estate of inheritance in fee-simple in possession, in some convenient place or places in or within eighty miles of the city of *London*, and thereupon settle, convey and assure, or cause and procure to be settled, conveyed and assured, all such messuages, lands, tenements or hereditaments, so to be purchased as aforesaid, to and for

for the several uses, intents and purposes, upon the trusts, and under and subject to the provisos and agreements herein after mentioned, expressed and declared of and concerning the same; that is to say, to the use and behoof of the said *Austin Allen*, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of the said *Ezekiel Eades*, and *Henry Bell* party hereto, and their heirs, during the life of the said *Austin Allen*, upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require; but nevertheless to permit and suffer the said *Austin Allen* and his assigns, during his life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then to the use and behoof of the said *Barbara* his intended wife, for and during the term of her natural life, without impeachment of or for any manner of waste; which together with the estate for life of the said *Barbara*, of and in the messuages, lands, tenements and premises, herein before mentioned to be hereby granted and released, is to be, and is hereby declared and agreed to be in full of the jointure of the said *Barbara*, and in lieu, bar and full satisfaction of and from all dower, thirds, and other part and share which she the said *Barbara* can or may have or claim, of, in, to or out of all or any the real and personal estate, whereof the said *Austin Allen* now is, or at any time or times hereafter during the coverture between them shall be seised or possessed, or any ways intituled unto (other than such part thereof as the said *Austin Allen* shall freely and voluntarily give her by his last will and testament, or otherwise); and from and after the several deceases of the said *Austin Allen* and *Barbara* his intended wife, then to the use of the said *James Jones* and *Kenelm Bell*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of five hundred years from thenceforth next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste: upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same; and from and after the end, expiration, or other sooner determination of the said term of five hundred years, then to the use and behoof of the first son of the body of the said *Austin Allen* on the body of the said *Barbara* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second son of the body of the said *Austin Allen* on the body of the said *Barbara* his intended wife to be begotten, and of the heirs male of the body of such second son lawfully issuing; and for default of such issue, then to the use and behoof of the third, fourth, fifth, sixth, seventh, and of all

to the use of the husband for life, *sans waste*; remainder to trustees, to support, &c.

Then to the use of the wife for life, *sans waste*.

Both estates for life, in full of jointure, in bar of dower.

Remainder to trustees for a long term, *sans waste*,

upon trusts, &c. after declared.

Remainder to the first and other sons successively in tail male.

Remainder to
the daughters as
tenants in com-
mon, in tail,

with cross re-
mainders.

If only one
daughter, to her
in tail.

Remainder to
the husband in
fee.

The trust of the
term declared,

to raise a sum
for portions for
younger chil-
dren.

The manner of
payment,

and every other the son and sons of the body of the said *Austin Allen* on the body of the said *Barbara* his intended wife to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such sons and the heirs male of his body issuing, always to be preferred, and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use and behoof of all and every the daughters (if more than one) of the body of the said *Austin Allen* on the body of the said *Barbara* his intended wife to be begotten, to be equally divided amongst them, share and share alike, to take as tenants in common, and not as joint-tenants, and of the several and respective heirs of the bodies of all and every such daughters lawfully issuing; and in case one or more of such daughters shall happen to die without issue of her or their body or bodies, then as to the share or shares of her or them so dying, to the use of the survivors or others of them, share and share alike, to take as tenants in common, not as joint-tenants, and of the several and respective heirs of their bodies lawfully issuing; and in case all such daughters but one shall happen to die without issue, or if there shall be but one such daughter, then to the use of such only daughter, and of the heirs of her body lawfully issuing. And for default of all such issue, then to the use and behoof of the said *Austin Allen* and of his heirs and assigns for ever. And as to, for and concerning the said term of five hundred years, herein before directed to be limited to the said *James Jones* and *Kenelm Bell*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so directed to be to them limited as aforesaid, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, in case there shall be one or more child or children of the body of the said *Austin Allen* on the body of the said *Barbara* his intended wife begotten (besides an eldest or only son) then upon trust that they the said *James Jones* and *Kenelm Bell*, their executors, administrators or assigns, shall and do by sale or mortgage of their said term of five hundred years, of and in the lands, tenements and hereditaments so to be purchased as aforesaid, or of and in a competent part thereof, or by such other ways or means as they or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy, or borrow and take up at interest the sum of 3000*l.* of lawful money of *Great Britain*, for the portion and portions of all and every such child and children (not being an eldest or only son as aforesaid); the same to be paid in manner following; that is to say, if but one such child, then

then the said whole sum of 3000 *l.* to be paid to such only child; and if two or more such children, then the said sum of 3000 *l.* to be paid to and to be equally divided amongst them, share and share alike; the portion or portions of such of them as shall be a son or sons, to be paid at his or their respective age or ages of twenty-one years; and the portion or portions of such of them as shall be a daughter or daughters, to be paid at her or their respective age or ages of twenty-one years, or day or days of marriage, which shall first happen. And upon this farther trust, that in the mean time, and until the same portions shall become payable as aforesaid, the same trustees, their executors, administrators or assigns, shall and do by and out of the rents, issues and profits of the same lands, tenements and hereditaments, so to be purchased as aforesaid, raise and levy such yearly sum and sums of money for the maintenance and education of such child or children (not being an eldest or only son) as to the same trustees, or the survivor of them, or the executors or administrators of such survivor, shall seem meet; such yearly maintenance not exceeding in the whole the interest of their respective portions after the rate of 5 *l.* per cent. per annum. And upon this farther trust, that they the said *James Jones* and *Kenelm Bell*, their executors, administrators and assigns, shall and do, until some one of the said portions shall become payable, permit and suffer such person or persons to whom the next and immediate reversion or remainder of the premises to be purchased as aforesaid, expectant upon the said term of five hundred years, shall for the time being belong or appertain by virtue of these presents, to receive and take the residue and overplus of the rents and profits of the same premises, over and above so much thereof as shall be from time to time paid for the maintenance or education of such child or children as aforesaid. Provided always, that in case any of the same children shall happen to die before his or her or their portion or portions shall become payable as aforesaid, then the portion or portions of such of them so dying, shall go and be paid unto and be equally divided amongst the survivors or survivor of them, when the original portion or portions of such surviving child or children shall become payable as aforesaid. Provided always, that in case all the same children shall happen to die before any of their said portions shall become payable as aforesaid, then and in such case the said monies so to be raised for their portions as aforesaid, shall cease, and not be raised. Provided also, that no such sale or mortgage shall be made as aforesaid, until some one of the portions of the same children shall become payable by virtue of these presents. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case there shall be no such child or children of the body of the said *Austin Allen* on the body of the said *Barbara* his intended wife to be begotten (other than an eldest or only son) or there being such child or children, all of them shall happen to die before their or any of their said portions shall become

and the times,

And to raise maintenance, &c.

not exceeding a certain interest;

and to permit persons intitled to receive the overplus.

Benefit of survivorship as to the portions.

If all die before portion payable, the money to cease.

No sale, &c. till portion payable.

If no such child, or all die before any portion payable;

become

or if the same,
&c. raised,

or paid or se-
cured by re-
mainder-man,
&c.

the residue of
the term to
cease.

The settlement
to contain a
leasing power to
husband and
wife successive-
ly,

with the usual
restrictions as
above.

Power to the
trustees, with
approbation
of husband and
wife, and the
survivor, to sell,
place out, &c.
at interest, from
time to time.

become payable by virtue of these presents; or in case the said sum and sums of money before limited and appointed to be raised for the portions of such children as aforesaid, and also such maintenance in the mean time and until the same portions shall become payable, shall be by the said *James Jones* and *Kenelm Bell*, their executors, administrators or assigns, raised and levied by the ways and means in that behalf afore-mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the same premises expectant upon the said term of five hundred years, paid, or to the good-liking of the said *James Jones* and *Kenelm Bell*, or the survivor of them, or the executors or administrators of such survivor, secured to be paid, according to the purport, true intent and meaning of these presents; then and in any of the said cases, and at all times from thenceforth, the said term of five hundred years, of and in the lands, tenements and hereditaments, so to be purchased and limited for five hundred years as aforesaid, or so much thereof as shall remain unfold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. In which said intended settlement shall be contained a proviso or power to and for the said *Austin Allen*, at any time or times during his life, and after his decease to and for the said *Barbara* his intended wife, at any time or times during her life, by indenture under their respective hands and seals, to demise or lease the lands, tenements or hereditaments so to be purchased as aforesaid, or any of them, or any part or parcel thereof, to any person or persons, for any term or number of years, not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy, at the most and best improved yearly rent, and under such and the like other restrictions and limitations as are herein before mentioned concerning the like power of leasing the lands and hereditaments above-mentioned to be hereby granted and released. And it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Ezekiel Eades*, and *Henry Bell* party hereto, and the survivor of them, and the executors and administrators of such survivor, with the good-liking and approbation of the said *Austin Allen* and *Barbara* his intended wife, or the survivor of them, or the executors or administrators of such survivor, in the mean time and until such purchase or purchases as aforesaid can be found out and procured, to sell and dispose of the said annuities or stock so assigned and transferred as aforesaid, and to lend and place out the monies arising by such sale, and also the said sum of 1200 l. due and owing upon the said recited mortgages or securities, or any part thereof, from time to time, and as often as the same or any part thereof shall be paid in or come to their hands, upon any publick or private security or securities at interest, or invest the same or any part thereof in the purchase of stock in the bank of *England*,
East-

East-India company, *South-sea* company, or other publick stock or fund, subject to the trusts aforesaid, and with such approbation as aforesaid; and so from time to time to call in such monies so lent or placed out on securities as aforesaid, or sell and dispose of such stock so to be purchased, or any part thereof, as often as they shall think fit, with such approbation as aforesaid, and subject to the trusts before-mentioned. And it is hereby farther declared and agreed by and between all the said parties to these presents, that in the mean time and until the said annuities or stock and monies shall be laid out and invested in a purchase or purchases of lands, tenements or hereditaments as aforesaid, all the interest, proceed and produce that shall arise thereby, or be made thereof, shall be from time to time paid to and received by such person or persons as and to whom the rents and profits of the premises so to be purchased as aforesaid, if purchased, would for the time being belong, by virtue of the limitations in that behalf above-mentioned. And it is hereby farther declared and agreed by and between all the said parties to these presents, that the said *Ezekiel Eades*, and *Henry Bell* party hereto, their executors or administrators, shall not be charged or chargeable with, or accountable for more monies than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the said monies, annuities or stock, or any part thereof, so as the same happen without their wilful default; nor with or for any defect or insufficiency in the title of the lands or tenements so to be purchased, or whereupon the said monies or any part thereof shall be lent or put out; nor the one of them for the other of them, or for the acts, deeds, receipts or disbursements the one of the other, but each of them only for his own acts, deeds, receipts and disbursements. And also, that it shall and may be lawful to and for the said *Ezekiel Eades*, and *Henry Bell* party hereto, and the survivor of them, and the executors and administrators of such survivor, in the first place, by and out of the premises to deduct and reimburse themselves all such loss, costs, charges, damages and expences, as they or any of them shall be put unto or sustain, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. In witness, &c.

Till purchase made, the produce to go as the rents of the lands would, if purchased.

Trustees chargeable only for their own receipts, &c. and not for losses, unless without wilful default;

not for defect of title, and each only for his own acts.

They may deduct costs, &c.

No. II.

A settlement before marriage, being a deed of appointment of a rent-charge by way of jointure in bar of dower, in pursuance of a power given by a private act of parliament. There is also a term raised for pin-money; a term for the better payment of the jointure; a settlement of the wife's portion, stock, and South-sea annuities; and an additional sum of the husband, for benefit of husband, wife and children.

A private act of parliament recited, whereby the now intended husband (who then had married a wife) is enabled, if he survives, to grant a rent-charge to any future wife, for her jointure.

THIS indenture tripartite, made the twentieth day of March 1729, and in the third year of the reign of our sovereign lord George the second, by the grace of God, of Great Britain, France and Ireland, king, defender of the faith, &c. between Andrew Ash of Bruton in the county of Cornwall esq; of the first part, Denzil Dunch of Enden in the county of Flint, esq; George Gyles, son and heir apparent of Humphrey Gyles of Itton in the county of Kent esq; and Lewis Lane of Marran in the county of Nottingham esq; of the second part, and Olivia Owen of Purrow in the county of Rutland widow, and Sophia Owen, one of the daughters of the said Olivia Owen, of the third part. Whereas in and by a certain act of parliament made and passed in the twelfth year of the reign of his late majesty king George the first, intituled, an act [here the title of the act] it was (*inter alia*) provided, declared and enacted, that it should and might be lawful to and for the said Andrew Ash, in case he should survive Tabitha Ash his then wife, by any deed or deeds, writing or writings, to be by him sealed and delivered in the presence of two or more witnesses, to grant, limit or appoint any rent-charge, free from all taxes and reprises, not exceeding 600*l.* a year, to be issuing out of and charged upon all or any of the manors, messuages, farms, lands, tenements and hereditaments, limited in use and confirmed to the said Tabitha Ash for her life, for her jointure (as in the said act was mentioned and recited) unto, upon, or to the use of any woman or women that he the said Andrew Ash should happen to marry after the decease of the said Tabitha Ash, for and during the natural life or lives of such woman or women, to be in lieu, name or stead of her or their jointure or jointures, and in bar of her or their dower or dowers; to take effect after the decease of the said Andrew Ash, with such powers of distress and entry, and other provisions for better securing and recovering the said rent-charge as were usual in cases of that nature, so as the same be no prejudice to either of the rents-charge therein before mentioned to be limited in use to Ursula Viner (who is the widow and relict to Walter Viner esq;) as by the said act of par-

parliament, relation being thereunto had, may, (among other things) more fully and at large appear. And whereas the said *Andrew Ash* hath survived the said *Tabitha Ash* his late wife, who is some time since deceased. And whereas a marriage is intended by the grace of God to be shortly had and solemnized between the said *Andrew Ash* and the said *Sophia Owen*. And whereas the portion, estate and fortune of the said *Sophia Owen* consists and is made up of the several stocks, funds and securities for money next herein after mentioned, viz. 750 *l.* capital stock in the *South-Sea* company (lately standing in the name of the said *Olivia Owen* in the books of the said company) 2250 *l.* *South-Sea* annuities (lately standing in the name of the said *Sophia Owen* in the books of the same company) and the sum or value of 2000 *l.* of lawful money of *Great Britain*, or thereabouts, to which she the said *Sophia Owen* is justly intitled, and which is secured, or due and owing to her, by or upon divers funds or securities in *Holland*. And whereas in prospect and consideration of the said intended marriage, and in consideration of the said marriage-portion of the said *Sophia Owen*, it was agreed by and between the said *Andrew Ash* and the said *Olivia Owen* and *Sophia* her daughter, in manner following (that is to say) that in case the said intended marriage should take effect, he the said *Andrew Ash*, should secure unto the said *Sophia Owen* his intended wife, for her separate use, exclusive of the said *Andrew Ash*, in manner herein after mentioned; during the said intended coverture between them, the yearly rent or sum of 200 *l.* of lawful money of *Great Britain*, free of taxes; and that he the said *Andrew Ash* should, in pursuance of the said power to him for that purpose given in and by the said recited act of parliament, grant, limit and appoint unto the said *Sophia* his intended wife for her life, for her jointure and in bar of her dower, a rent-charge of 600 *l.* per annum of like money, free of taxes, to be issuing out of and charged upon the manors, messuages farms, lands and hereditaments herein after mentioned, to take effect after his decease (in case she should him survive) together with such powers and provisions for recovery of the same rent-charge as are herein after for that purpose mentioned and expressed; and that the said *Andrew Ash* should add 3750 *l.* of his capital or nominal stock in the bank of *England* unto the said stock, annuities, funds and monies in which the said portion of the said *Sophia Owen* consists as afore-said; and that all the said stocks and annuities should (previous to the said intended marriage) be transferred unto the said *Denzil Dunch*, *George Gyles* and *Lewis Lane*; and that the said sum of 2000 *l.* so secured, or due and owing unto the said *Sophia Owen*, by and upon the said funds or securities in *Holland*, should with all convenient speed be called in and received, and be thereupon paid unto the said *Denzil Dunch*, *George Gyles* and *Lewis Lane*, or the trustees for the time being for the said stocks, monies, and premisses, to be by them invested in one or more of the public stocks or funds; and that all the said stocks, annuities,

Recital of the death of the former wife, and of the intended marriage,

and of the quantum and species of the intended portion,

being *South-Sea* stock, *South-Sea* annuities, and money out upon securities.

An agreement for pin-money recited,

and for a jointure, in bar of dower;

and that the husband should add a sum of money in bank-stock to the lady's portion.

to be vested in trustees, for purposes after mentioned;

and that the stocks and annuities have been transferred.

The husband in consideration, &c. to provide the pin-money,

raises, &c. a term in certain manors, &c. to trustees,

in trust for the husband until the marriage;

monies and premises, so to be transferred and received respectively as aforesaid, should remain and continue in the names of the trustees for the time being for the same premises, upon the trusts, and as a fund for the purposes herein after in that behalf mentioned, expressed and agreed upon, for the benefit of the said *Andrew Ash* and the said *Sophia* his intended wife, and the daughters and younger sons of the said intended marriage. And whereas in pursuance of the said recited agreements the said 3750*l.* bank-stock, 750*l.* *South-sea* stock, and 2250*l.* *South-sea* annuities, have all been transferred unto the said *Denzil Dunch*, *George Gyles* and *Lewis Lane*, on or before the day of the date hereof, in the several transfer-books of the said bank of *England* and *South-Sea* company, as by the said several transfer-books may appear, which they the said *Denzil Dunch*, *George Gyles* and *Lewis Lane*, do hereby declare and acknowledge: Now this indenture witnesseth, that in consideration of the said intended marriage, and marriage-portion of the said *Sophia Owen*, and in pursuance of the said recited agreement for making such provision for the separate use and benefit of the said *Sophia Owen*, during the said intended coverture between her and the said *Andrew Ash* as aforesaid, and for and in consideration of the sum of 10*s.* of lawful money of *Great Britain*, to him the said *Andrew Ash* paid by the said *Denzil Dunch* and *George Gyles*, at or before the execution of these presents, the receipt whereof is hereby acknowledged, he the said *Andrew Ash* hath granted, bargained, sold and demised, and by these presents doth grant, bargain, sell and demise unto the said *Denzil Dunch* and *George Gyles*, their executors, administrators and assigns, all and every the manors, messuages, farms, lands, tenements and hereditaments, herein after mentioned and charged, with the annuity, yearly rent-charge or sum of 600*l.* for the jointure of the said *Sophia Owen*, in manner herein after expressed, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; to have and to hold the said manors, messuages, farms, lands, tenements, hereditaments, and all and singular other the premises hereby, or mentioned to be hereby demised, with their and every of their appurtenances, unto the said *Denzil Dunch* and *George Gyles*, their executors, administrators and assigns, from the day next before the day of the date hereof, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next ensuing, and fully to be compleat and ended, if they the said *Andrew Ash* and *Sophia* his intended wife shall both of them so long jointly live, upon the trusts, and for the purposes, and under and subject to the agreements herein after mentioned, expressed and declared of and concerning the same term; that is to say, in trust for the said *Andrew Ash* and his assigns, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then upon trust, and to the intent

intent and purpose that they the said *Denzil Dunch* and *George Gyles*, and the survivor of them, his executors, administrators and assigns, shall and do yearly and every year during the same term (determinable as aforesaid) by and out of the rents, issues and profits of the said manors, messuages, farms, lands, hereditaments and premises so demised, or mentioned to be demised as aforesaid, pay, or cause to be paid, by four equal quarterly payments, on the four most usual feasts or days of payment in the year, (that is to say) the feast of the annunciation of the blessed Virgin *Mary*, the nativity of St. *John*, the baptist, St. *Michael* the archangel, and the birth of our Lord Christ, by even and equal portions, the yearly sum of 200*l.* of lawful money of Great Britain, free of all taxes and deductions whatsoever, unto the proper hands of the said *Sophia Owen*, or to such person or persons, and for such uses and purposes, as she without the said *Andrew Ash*, by any note or writing under her hand, shall from time to time, notwithstanding her coverture, direct or appoint; the same to be for her own sole and separate use, exclusive of the said *Andrew Ash*, and not to be subject or liable to his controul, debts or incumbrances, but to be disposed of by her for such uses and purposes as she shall think fit; and her receipts, or the receipts of the person or persons to whom she shall appoint the said monies to be paid as aforesaid, under her or their respective hand or hands, shall from time to time, notwithstanding her coverture, be sufficient discharges to the person or persons who shall so pay the same, for so much thereof for which such receipts shall be given; the first payment of the said yearly sum of 200*l.* to begin and be made on such of the said feasts or days of payment as shall first and next happen after the solemnization of the said intended marriage. And upon this farther trust, that they the said *Denzil Dunch* and *George Gyles*, and the survivor of them, his executors, administrators and assigns, shall and do permit and suffer the said *Andrew Ash* and his assigns, during the continuance of the said term of ninety-nine years, (determinable as aforesaid) to receive and take the residue and overplus of the rents and profits of the same manors, messuages, lands, hereditaments and premises (over and above so much thereof as shall from time to time be sufficient to satisfy and pay the said yearly sum of 200*l.* as the same shall become due and payable as aforesaid) to and for his and their own use and benefit. And this indenture farther witnesseth, that in consideration of the said intended marriage and marriage-portion, and in farther performance of the said recited agreements, and for making such settlement, jointure, and provision of maintenance by way of rent-charge for the said *Sophia Owen* (in case she shall after the solemnization of the said intended marriage happen to survive and overlive the said *Andrew Ash* her intended husband) as he the said *Andrew Ash* is empowered and enabled to make by virtue of and according to the true intent and meaning of the said recited act of parliament, he the said *Andrew Ash*, pursuant to, and by force and virtue of the

Then to pay the lady pin-money quarterly.

and to permit the husband to receive the rest of the rents.

The execution of his power to appoint a jointure,

said

being a rent
charge for the
lady's life, out
of certain lands,
&c.

The parcels.

saïd recited power and authority to him given in and by the saïd recited act of parliament, and of all and every other power and powers, authority and authorities to him in that behalf given or reserved, or any ways enabling him thereto, hath granted, settled, directed, limited and appointed, and by these presents doth grant, settle, direct, limit and appoint, unto, upon, and to the use of the saïd *Sophia Owen* his intended wife and her assigns, for and during the term of her natural life (in case the saïd intended marriage shall take effect, and she the saïd *Sophia Owen* shall him the saïd *Andrew Ash* survive) one annuity, yearly rent-charge or sum of 600*l.* of lawful money of *Great Britain* (free and clear of and from all taxes, charges, reprises and deductions whatsoever, parliamentary or otherwise) to be issuing, going, payable, had, received and taken by and out of, and to be charged and chargeable upon all and every the manors, messuages, farms, lands, tenements and hereditaments herein after mentioned (that is to say) all that the manor of *Xandale*, with the rights, members and appurtenances thereof, in the county of *York*, and all that the scite of the saïd manor, with all houses, out-houses, edifices, buildings, barns, stables, yards, orchards, gardens, grounds, lands, tenements, hereditaments and appurtenances whatsoever thereunto belonging or appertaining; and also all other the manors, messuages, closes, inclosed grounds, lands, tenements and hereditaments late of *Barbara Ash* deceased, situate, lying and being in the several towns, parishes, fields, precincts and territories of *Xandale* aforesaid, and in *Cadwell* and *Dyle* in the saïd county of *York*, [here some descriptions, &c.] and also all those several manors and lordships, or reputed manors and lordships of *Etten*, *Fynd* and *Groves*, and every of them, with all and every the rights, members and appurtenances thereof, in the saïd county of *York* and in the county of *Hereford*, or in either of them, with all and singular the messuages, farms, lands, tenements, rents, services and hereditaments whatsoever thereunto belonging or in any wise appertaining, or therewith used or enjoyed; and also all that farm in *Irrill* in the saïd county of *York*, and all other the messuages, cottages, farms, lands, tenements, woods, wood-grounds, tithes, tenths, parks, warrens, royalties, liberties, privileges, jurisdictions, and hereditaments whatsoever, late of *Kenelm Ash* deceased, and the saïd *Barbara Ash* and the saïd *Andrew Ash*, and of every or any of them, and now of him the saïd *Andrew Ash*, situate, lying and being, coming, growing, renewing or increasing, or to be had and taken in all and every the saïd manors, lordships, towns, parishes, villages, precincts and territories of *Etten*, *Fynd* and *Groves* aforesaid, or *Irrill*, or in either or any of them in the saïd counties of *York* and *Hereford*, or either of them (excepting only the advowson or right of presentation to the church of *Lusan*) [here more parcels and descriptions]; the same annuity, yearly rent-charge or sum of 600*l.* to be in lieu and stead of the jointure of her the saïd *Sophia Owen*, and in bar and satisfaction
of

of her dower; which said annuity, yearly rent-charge or sum of 600*l.* shall commence and take effect from and immediately after the decease of him the said *Andrew Ash*, and shall from thenceforth be paid and payable unto her the said *Sophia Ash* and her assigns, for and during the term of her natural life, at or in the common dining-hall of *Lincoln's Inn* in the county of *Middlesex*, at the four most usual feasts or days of payment in the year before-mentioned, by even and equal portions; the first payment thereof to begin and be made on such of the said feasts or days of payment as shall first and next happen after the decease of the said *Andrew Ash*. And in farther pursuance, and by force and virtue of the said recited power and authority, he the said *Andrew Ash* doth hereby grant, direct, limit and appoint, that in case the said annuity, yearly rent-charge or sum of 600*l.* or any part thereof, shall be behind or unpaid by the space of twenty-eight days next over or after any of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Sophia Owen* and her assigns, into and upon all and every of the said manors, messuages, farms, lands, tenements, hereditaments and premises, charged with the same annuity, or into and upon any part thereof, to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away and impound, and in pound to detain and keep, or otherwise to dispose thereof according to due course of law, until she or they shall of the said annuity, yearly rent-charge or sum of 600*l.* and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof, at the days and times in that behalf afore-mentioned, be fully paid and satisfied, provided always, and the said *Andrew Ash* doth hereby farther grant, direct, limit and appoint, that in case the said annuity, yearly rent-charge or sum of 600*l.* or any part thereof, shall happen to be behind or unpaid by the space of forty days next over or after any of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded) then and so often it shall and may be lawful to and for the said *Sophia Owen*, into and upon all and every the said manors, messuages, farms, lands, hereditaments and premises, or into and upon any part or parts thereof, in the name of the whole to enter, and the same to have, hold, possess and enjoy, and to receive and take the rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, until she or they shall be thereby or therewith, or otherwise, fully satisfied and paid the said annuity, yearly rent-charge or sum of 600*l.* and all arrears thereof, and also so much and such part thereof as shall incur and grow due during the time of such her entry and possession as aforesaid, together with all such costs, charges, damages and expences, as shall be occasioned by non-payment of the said annuity, yearly rent-charge or sum, at the days and times herein before for that purpose appointed. And

In lieu of jointure, and in bar of dower.

Power given to distrain, &c. on non-payment within a certain time;

and on longer non-payment to enter and enjoy.

A term raised to the trustees, for the better payment of the rent charge,

in trust to permit the persons intituled to take the profits until default of payment thereof;

then in trust

this indenture farther witnesseth, and for the considerations aforesaid, and for farther and better securing the payment of the said annuity, yearly rent-charge or sum of 600*l.* at the several feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, he the said *Andrew Ash*, pursuant to, and by force and virtue of the said recited power and authority to him given in and by the said recited act of parliament, and of all and every other power and powers any ways enabling him thereunto, hath granted, bargained, sold, directed, limited and appointed, and by these presents doth grant, bargain, sell, direct, limit and appoint unto the said *Denzil Dunch* and *George Gyles*, their executors, administrators and assigns, all and every the said manors, messuages, farms, lands, tenements, hereditaments and premises herein before charged with the said annuity, yearly rent-charge or sum of 600*l.* as aforesaid, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; to have and to hold the said manors, messuages, farms, lands, tenements, hereditaments and premises, and every part thereof, with their and every of their appurtenances, unto and to the use of them the said *Denzil Dunch* and *George Gyles*, their executors, administrators and assigns, from and immediately after the decease of the said *Andrew Ash* (in case the said *Sophia Owen* shall him survive) for and during the full time and term, and unto the full end and term of two hundred years from thence next ensuing, and fully to be compleat and ended, upon the trusts, and under and subject to the proviso and agreements herein after mentioned, expressed and declared of and concerning the same (that is to say) in trust to permit and suffer such person or persons as shall for the time being be intituled to the freehold of the said manors, messuages, farms, lands, tenements, hereditaments and premises, by virtue of the said recited act of parliament, or other the settlements and limitations thereof now in being, to receive and take the rents and profits of the same premises, and of every part thereof, to and for his and their own use and benefit, until default shall happen to be made of or in payment of the said annuity, yearly rent-charge or sum of 600*l.* or some part thereof, at the days and times herein before limited and appointed for payment of the same. And upon this farther trust, that in case the same annuity, yearly rent-charge or sum of 600*l.* or any part thereof, shall happen to be behind and unpaid by the space of forty days next over or after any of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Denzil Dunch* and *George Gyles*, their executors, administrators and assigns, from time to time, by and out of the rents, issues and profits of the same manors, messuages, farms, lands, tenements, hereditaments and premises, or by demise or leasing the same premises, or any part thereof, for all or any part of the said term of two hundred years therein,

therein, to raise and levy such sum and sums of money as shall be sufficient from time to time to pay and satisfy unto her the said *Sophia Owen* and her assigns, during her natural life, the said annuity, yearly rent-charge or sum of 600 *l.* or so much thereof as shall from time to time so happen to be behind and unpaid, together with all such costs, charges and expences as she the said *Sophia Owen*, or the said *Denzil Dunch* and *George Gyles*, her trustees, their executors, administrators or assigns, or any of them shall sustain, expend or be put unto, for or by reason of the non-payment thereof at the days and times, and in manner herein before in that behalf mentioned, and shall and do pay the same accordingly. And upon this farther trust, that they the said *Denzil Dunch* and *George Gyles*, their executors, administrators and assigns, shall and do permit and suffer such person or persons as shall for the time being be intitled to the freehold of the said premises by virtue of the said recited act of parliament, or other the settlements and limitations thereof now in being, to receive and take the residue and overplus of the rents and profits of the same premises (over and above what shall be sufficient from time to time to pay and satisfy the said annuity, yearly rent-charge or sum of 600 *l.* and all arrears thereof, and all costs, charges and expences attending the execution of the aforesaid trusts of the said two hundred years term) to and for his and their own use and benefit. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that from and after the decease of the said *Sophia Owen*, and payment of all arrears which shall be then due of the said annuity, yearly rent-charge or sum of 600 *l.* (if any such shall then happen to be) together with all costs, charges and expences attending the execution of the said last mentioned trusts; then, and at all times from thenceforth, the said term of two hundred years, of and in the premises, or so much thereof as shall not be disposed of for the purposes aforesaid, shall cease, determine, and be utterly void to all intents and purposes, any thing herein before contained to the contrary notwithstanding. And the said *Andrew Ash* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Denzil Dunch* and *George Gyles*, their executors, administrators and assigns, in manner following, (that is to say) that for and notwithstanding any act, matter or thing whatsoever by him the said *Andrew Ash* or any of his ancestors, or by or with his, their, or any of their privity or consent done, committed, or wittingly or willingly suffered to the contrary, he the said *Andrew Ash* now hath, at the time of the enfealing and delivery of these presents, in himself good right, full power, and lawful and absolute authority to make such grant, settlement, charge, directions, limitations and appointments as are herein before by him respectively made as aforesaid. And farther that she the said *Sophia Owen* and her assigns (in case the said intended marriage shall take effect, and she shall happen to survive

to levy the same,

and charges;

and upon trust to permit the persons intitled to take the residue of the profits.

Provision for determining this term,

The husband covenants with the trustees that he hath power to make such settlement, &c.

and for quiet enjoyment by the wife of the rent-charge,

free from incumbrances;

and for farther assurances.

him the said *Andrew Ash* her intended husband, shall and may from time to time, and at all times from and after the decease of the said *Andrew Ash*, during the term of her natural life, peaceably and quietly have, receive, take and enjoy, to and for her and their own use and benefit, the said annuity, yearly rent-charge or sum of 600*l.* and every part thereof, at such times and in such manner as are herein before appointed for payment thereof, without the let, suit, trouble, denial, eviction or interruption, of or by the heirs or assigns of the said *Andrew Ash*, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest, at law or in equity, of, in, to or out of the said manors, messuages, farms, lands, hereditaments and premises herein before charged with the said annuity, yearly rent-charge or sum of 600*l.* as aforesaid, or any part thereof, from, by or under, or in trust for him, them, or any of them, or from, by or under any of his ancestors, or his, their, or any of their act, means, assent, consent, privity or procurement; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Andrew Ash*, his heirs, executors and administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all former and other gifts, grants, limitations, appointments, estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said *Andrew Ash*, his heirs or assigns, or any of his ancestors, or by any other person or persons lawfully claiming or to claim, from, by or under, or in trust for him, them, or any of them, or by his, their, or any of their act, consent or procurement. And moreover, that he the said *Andrew Ash* and his heirs, and all others claiming or to claim, by, from or under, or in trust for him, them, or any of them, or from, by or under, any his ancestors, shall and will at any time or times hereafter, at the request of the said *Denzil Dunch* and *George Gyles*, or the survivor of them, his executors, administrators or assigns, but at the costs and charges of him the said *Andrew Ash*, his heirs, executors or administrators, make, do and execute, or cause to be made, done and executed, any farther or other lawful and reasonable acts, deeds, conveyances and assurances in the law whatsoever, for the farther, better and more effectual establishing, making good and confirming these presents, and the grants, settlement, limitations and appointments hereby, or intended to be hereby made, as by the said *Denzil Dunch* and *George Gyles*, or the survivor of them, his executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable,

pellable, for making or doing thereof, to go or travel above five miles from his or their then respective dwelling or dwellings, or places of abode. And this indenture farther witnesseth, that for the considerations aforesaid, and to the end and intent to make such farther settlement and provision upon and for the said *Sophia Owen* for her life (in case the said intended marriage shall take effect, and she shall afterwards survive the said *Andrew Ash* her intended husband) and also such provision for the daughters and younger sons of the said intended marriage (in case any such shall be) as are herein after mentioned, it is hereby declared and agreed by and between all the said parties to these presents, and particularly the said *Andrew Ash* and *Sophia* his intended wife do hereby for themselves, their heirs, executors and administrators, covenant, promise and agree, to and with the said *Denzil Dunch*, *George Gyles* and *Lewis Lane*, their executors and administrators, that the said sum of 2000 *l.* yet standing out upon the said funds or securities in *Holland* as aforesaid, shall with all convenient speed be called in and received, and be thereupon laid out and invested in one or more of the publick stocks or funds, in the names of the said trustees, parties hereto, or such other trustees of the premises for the time being, upon the trusts herein after mentioned concerning the same. And it is hereby farther declared and agreed by and between all the said parties to these presents, that as well the said 3750 *l.* bank-stock, 750 *l.* *South-sea* stock, and 2250 *l.* *South-sea* annuities, so transferred unto the said *Denzil Dunch*, *George Gyles* and *Lewis Lane* as aforesaid, as also the said sum or value of 2000 *l.* so to be laid out and invested in the publick stocks or funds as aforesaid, are to be and shall be, and are hereby declared and agreed to be upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, in trust for the said *Andrew Ash* and *Sophia Owen* respectively, and their respective executors or administrators, according and in proportion to their now several and respective shares and interests therein, until the said intended marriage between them shall be had and solemnized; and from and after the solemnization thereof, then upon trust that they the said *Denzil Dunch*, *George Gyles* and *Lewis Lane*, and the survivors and survivor of them, and the trustees of the trust-premises for the time being, shall and do permit and suffer the said *Andrew Ash* and his assigns, from time to time, for and during the term of his natural life, to have, receive, take and enjoy all the clear yearly dividends, interest and produce thereof, and of every part thereof, as the same shall arise and be received, to and for his and their own use and benefit; and from and after his decease, then shall and do yearly and every year, for and during the natural life of the said *Sophia Owen* his intended wife (in case she shall him survive) pay, or cause to be paid, by and out of the said dividends, interests and produce of the same stocks, annuities, monies and premises, unto her the said *Sophia Owen*

The above personal estate to be in trust

for the husband and wife respectively till the marriage;

then the profits to the husband for life;

then an annuity thereout to the wife (him surviving) for life;

then for the benefit of younger children,

in proportion to their number;

shares to be by the father's appointment,

and her assigns, for and as an augmentation and increase of her jointure, and in order to make up the same the clear yearly sum of 800*l.* the clear yearly sum of 200*l.* of lawful money of *Great Britain*, by four equal quarterly payments, on the four most usual feasts or days of payment in the year before-mentioned, by even and equal portions, and free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise; the first payment of the said last mentioned yearly sum of 200*l.* to begin and be made on such of the said feasts or days of payment as shall first and next happen after the decease of the said *Andrew Ash* her intended husband; and from and after the decease of him the said *Andrew Ash*, and subject to the payment of the said last mentioned yearly sum of 200*l.* unto the said *Sophia* his intended wife and her assigns for life as aforesaid, then as to all the said stocks, annuities, monies and trust-premises, and all the then residue of the yearly dividends, interest and produce thereof (over and above so much thereof as shall be sufficient and necessary to pay and satisfy the said last mentioned yearly sum of 200*l.* as the same shall from time to time become due and payable) upon trust that they the said *Denzil Dunch*, *George Gyles* and *Lewis Lane*, and the survivors and survivor of them, or the trustees thereof for the time being, shall and do pay, apply and dispose of the same in manner following; that is to say, in case there shall be one or more child or children of the said *Andrew Ash* on the body of the said *Sophia* his intended wife to be begotten (besides an eldest or only son) or one or more daughter or daughters of the said intended marriage, and no son, then and in either of the said cases that the same trustees shall and do by and out of the principal or capital thereof, raise, levy and pay such sum and sums of money for the portion and portions of all and every such child and children (except an eldest or only son) or for such daughter or daughters, in case of no son, as are herein after mentioned; that is to say, if but one such child, or one such daughter, then the sum of 5000*l.* of lawful money of *Great Britain*, for his or her portion; to be paid unto such child, if a son, at his age of twenty-one years; and if a daughter, at her age of twenty-one years or day of marriage, which shall first happen, if such respective times of payment happen after the decease of the said *Andrew Ash*, but if in his life-time, then within three calendar months next after his decease, and not before or sooner (unless with the express consent of him the said *Andrew Ash*, testified in writing under his hand and seal); and if two or more such children, whether sons or daughters, or only daughters, then the sum of 10000*l.* of like money for their portions, to be shared and divided between or amongst them in such parts and proportions as the said *Andrew Ash*, by any writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing, to be by him signed, sealed and published in the presence of the like number of witnesses, shall direct or appoint; and

and in default of such direction and appointment, then the same portions shall be equally divided between and amongst all the same children, sons and daughters, or daughters only, share and share alike, the said portions to be paid unto such of the same children as shall be a son or sons at the age of twenty-one years, and to such of them as shall be a daughter or daughters at the age of twenty-one years or day or days of marriage, which shall first happen, if such respective times of payment happen after the decease of the said *Andrew Ash*, and that the same can be so raised and paid without prejudice to the said last mentioned yearly sum of 200*l.* but if not, then so soon after the decease of him the said *Andrew Ash* as the same portions can be so raised and paid (without prejudice as aforesaid) and not before or sooner, unless with the express consent of him the said *Andrew Ash* and the said *Sophia* his intended wife, or the survivor of them, testified in writing under their, or his or her hands and seals, or hand and seal. Provided always, that in case any of the same children being a son or sons shall die before the age of twenty-one years, or being a daughter or daughters shall die before the age of twenty-one years or marriage, then the portion or portions of him, her or them so dying, shall go and be paid unto and amongst the survivors or survivor of them, but subject to such distribution or appointment to be made thereof between or amongst them as aforesaid; and in default thereof, then to be equally divided between them share and share alike (if more than one) when the original portion or portions of such surviving child or children, or daughter or daughters, shall respectively become payable by virtue of these presents, so always that no one of the same children or daughters shall have for his or her portion above the sum of 5000*l.* And upon this farther trust, that they the said trustees parties hereto, or the trustees for the time being of the said trust, stocks, annuities, and monies and premises, shall and do in the mean time after the decease of the said *Andrew Ash*, and until the said portion or portions of the said younger child or children, or daughter or daughters, shall become payable respectively as aforesaid, (subject and without prejudice to and for payment of the said last mentioned yearly sum of 200*l.* unto the said *Sophia Owen* and her assigns for her natural life as aforesaid, as and when the same shall become payable) raise and pay by and out of the residue and overplus of the said clear yearly dividends, interest and produce of the same stocks, annuities, monies and premises, for the maintenance and education of the same child or children, or daughter or daughters, such yearly sum or sums of money, and for such respective times, and upon such contingencies as are herein after mentioned; that is to say, if but one such younger child or daughter, then interest for his or her portion after the rate of 3*l.* per cent. per ann. until he or she shall attain the age of twelve years, and from and after that age and until his or her portion shall become payable, interest for the same portion after the rate of 4*l.* per cent. per ann. and if two or

with benefit of
survivorship a-
mong them,

with restriction
as to the sum
for one, and
upon trust to
raise mainte-
nances.

The residue of
the profits to
the husband's
executors, &c.

The like as to
the residue of
the capital af-
ter the trusts
performed.

Direction if
only one youn-
ger child or
daughter

more such younger children or daughters, then (during the life of the said *Sophia Owen*) the whole of the said residue and overplus of the said clear yearly dividends, interest and produce (over and above so much thereof as shall be sufficient and necessary from time to time to pay and satisfy unto her the said *Sophia Owen* her said last mentioned yearly sum of 200 *l.* as the same shall become due and payable) and from and after the decease of the said *Sophia Owen*, then interest for the respective portions of the same two or more children or daughters after the rate of 3 *l. per cent. per ann.* till they shall respectively attain the said age of twelve years, and from and after their said respective ages of twelve years, and until their said respective portions shall become payable, interest for the same portions after the rate of 4 *l. per cent. per ann.* And upon this farther trust, that they the said trustees parties hereto, or the trustees for the time being of the same stocks, annuities, monies and premises, shall and do until the said portions shall become payable respectively as aforesaid, pay the residue and overplus (if any be) of the said clear yearly dividends, interest and produce, as the same shall arise and be received (over and above so much thereof as shall be sufficient and necessary from time to time to pay and satisfy the said last mentioned yearly sum of 200 *l.* and such yearly sum or sums for maintenance and education as aforesaid as the same shall respectively become due and payable) unto the executors or administrators of the said *Andrew Ash*; and from and after the decease of the survivor of them the said *Andrew Ash*; and *Sophia* his intended wife, and payment of all arrears (if any then be) of the said last mentioned yearly sum of 200 *l.* and after payment of the said portion and portions and maintenance herein before provided to be raised and paid for the said younger child or younger children, or daughter or daughters of the said intended marriage as aforesaid, or such of them, or such part thereof as shall become due and payable, according to the true intent and meaning of these presents, and the parties hereto, and that all the aforesaid trusts herein before declared of and concerning the said stocks, annuities, monies and last mentioned premises, shall be fully performed, and the costs and charges attending the execution of the same trusts shall be paid and satisfied; then as to all the residue and overplus (if any be) of the same stocks, annuities, monies, and premises, and the yearly dividends, interest and produce thereof, from thenceforth to arise and be received, (over and above so much thereof as shall be necessary, and shall be applied and disposed of upon the trusts and for the purposes aforesaid) the same shall be and remain, in trust for the executors or administrators of him the said *Andrew Ash*, or as he or they shall in that behalf direct or appoint. Provided always nevertheless, that in case there shall be but one such younger child or daughter of the said *Andrew Ash* on the body of the said *Sophia* his intended wife to be begotten, or being more such children or daughters than one, and that all of them save one shall happen to die before such

such their said respective age or marriage as aforesaid, then upon trust that the trustees for the time being for the said stocks, annuities, monies and last mentioned premises, shall and do immediately after the decease of the said *Sophia Owen* and payment of all arrears (if any) of her said last mentioned yearly sum of 200*l.* assign, transfer, pay and make over one moiety or half-part of the same stocks, annuities and monies, (or so much and such part of the same moiety as shall not be necessary for securing the raising and payment of the portion and maintenance herein before provided for such surviving or only child or daughter as aforesaid) and the dividends, interest and produce thereof, from thenceforth to arise and be received unto him the said *Andrew Ash*, his executors or administrators, to and for his and their own use and benefit, or as he or they shall in that behalf direct or appoint, any thing herein before contained to the contrary notwithstanding. Provided also, that in case there shall be no such child or children, or daughter or daughters of the said *Andrew Ash* on the body of the said *Sophia Owen* his intended wife to be begotten, or being such, all of them shall die before such their said respective age or marriage as aforesaid, then upon trust, that the trustees for the time being for the said stocks, annuities, monies and last mentioned premises, shall and do immediately after the decease of the said *Sophia Owen* and payment of all arrears (if any) of her said last mentioned yearly sum of 200*l.* and the trustees costs and charges in and about the execution of the aforesaid trusts, assign, transfer, pay and make over, all the then residue of the same stocks, annuities, monies and premises, and the yearly dividends, interest and produce thereof, from thenceforth to arise and be received unto him the said *Andrew Ash*, his executors or administrators, to and for his and their own use and benefit, or as he or they shall in that behalf direct or appoint, any thing herein before contained to the contrary notwithstanding. Provided further, and it is hereby declared and agreed by and between all the said parties to these presents, that in case the said *Andrew Ash* shall at any time after the solemnization of the said intended marriage during his natural life, and to the good liking and satisfaction of the trustees for the time being for the said trust, stocks, annuities, monies and premises, or their counsel learned in the law, sufficiently and effectually secure by and out of manors, messuages, lands, tenements or hereditaments, of a good title and sufficient value for that purpose, the payment of the said last mentioned yearly sum of 200*l.* herein before made payable to the said *Sophia* his intended wife, and her assigns, for her natural life (in case she shall him survive) as aforesaid, and also the said sum and sums of money herein before provided and appointed to be raised and paid for the portion and portions and maintenance of such younger child or children, or daughter or daughters of the said intended marriage as aforesaid, (or such of them, or such part or parts thereof as shall then remain unpaid) according

at the death of the wife,

to assign a moiety to the husband, &c.

if no such child, then

the whole to him, &c.

Provided if the husband assure lands to the same uses, this personal estate to be in trust for him.

The trustees
may (by con-
sent) sell out and
reinvest in se-
curities, &c.

Provision for
filling up the
number of
trustees,

according to the purport, true intent and meaning of these presents; then and in such case, and at all times from thenceforth, the said trust-stocks, annuities, monies and premisses, and all the yearly dividends, interest and produce thereof from thenceforth to arise and be received, (the trustees costs and charges in and about the execution of the aforesaid trusts being first paid and satisfied) shall be, go and remain, in trust for him the said *Andrew Ash*, his executors or administrators, to and for his and their own use and benefit, and shall be accordingly assigned, transferred, paid and disposed of as he or they shall in that behalf direct or appoint, any thing herein before contained to the contrary notwithstanding. And it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Denzil Dunch*, *George Gyles* and *Lewis Lane*, or the trustees for the time being of the said trust-premisses, or the survivors of them, in the mean time from and after the solemnization of the said intended marriage, and until the said trust, stocks, annuities, monies and premisses shall be disposed of for the purposes aforesaid, with the consent and approbation of the said *Andrew Ash* and *Sophia* his intended wife, or the survivor of them, or the executors or administrators of such survivor, testified in writing under his, her or their hand or hands, to sell and dispose of the said bank stock, *South-sea* stock and *South-sea* annuities, and other stocks, (in which the said trust-monies are or shall be invested) or any of them, or any part thereof, and from time to time, with such consent and approbation, and testified as aforesaid, to lend and place out the monies arising by such sale or sales, or other disposition as aforesaid, upon any publick or land security or securities at interest, or to lay out and invest the same, or any part thereof, in the purchase of stock in the bank of *England*, *South-sea* company or *East-India* company, or of *South-sea* annuities, or other publick stocks or funds, or to deposit the same for safe custody in the bank of *England*, or elsewhere, subject to the trusts aforesaid, and so from time to time to call and receive in such monies so lent or placed out on security as aforesaid, or to sell and dispose of such stock, annuities or funds, so to be purchased as aforesaid, or any part thereof, and again to lend, place out or invest the same monies, or any part thereof, in manner aforesaid, as often as they shall think fit, with such consent and approbation, and testified as aforesaid, and subject to the trusts before mentioned. Provided always nevertheless, and it is hereby farther declared and agreed by and between all the said parties to these presents, that in case they the said *Denzil Dunch*, *George Gyles* and *Lewis Lane*, or any of them shall die, or be desirous to quit and be discharged of and from the trusts hereby in them reposed as aforesaid, at any time or times before the said trusts shall be fully executed and performed; then and in any such case, and when, and so soon, and as often as the same shall happen, it shall and may be lawful to and for them the said

Andrew

Andrew Ash and *Sophia* his intended wife, and *Olivia Owen*, or the survivors or survivor of them, or the executors or administrators of such survivor, by any writing or writings under their, or his or her hands and seals, or hand and seal, attested by two or more credible witnesses, to nominate, substitute or appoint any other person or persons to be trustee or trustees for the purposes aforesaid, in the place and stead of them the said *Denzil Dunch*, *George Gyles* and *Lewis Lane*, or such of them who shall so die, or be desirous to quit and be discharged of and from the aforesaid trusts, and so from time to time, and as often as there shall be occasion, to nominate, substitute or appoint any other person or persons to be a trustee or trustees in manner and for the purposes aforesaid, in the place and stead of the said present or any succeeding or other trustee or trustees who shall so die, or be so desirous to quit and be discharged of and from the aforesaid trusts; and that when and so often as any new trustee or trustees shall be nominated or appointed as aforesaid, the said stocks, annuities, monies and trust-premises, or so much thereof as shall be then undisposed of as aforesaid, and all securities for the same, or any part thereof, and all stocks or funds in which the same, or any part thereof, shall be then invested, shall be thereupon with all convenient speed assigned and transferred so and in such sort as that the same shall be legally and effectually vested in the surviving or continuing former trustee or trustees, and such new trustee or trustees upon the trusts aforesaid; and that every such new trustee or trustees shall and may in all things act in the management, carrying on and execution of the trusts aforesaid, every or any of them, in conjunction with the others or other of them who shall survive or continue, as fully and effectually in all respects, and to all intents and purposes, as if he or they had been originally in and by these presents nominated or appointed a trustee or trustees for the purposes aforesaid, any thing herein before contained to the contrary notwithstanding. And it is hereby further declared and agreed by and between all the said parties to these presents, that the said trustees parties hereto, or any of them, or any new trustee or trustees to be nominated or appointed as aforesaid, or any of them, their or any of their executors or administrators, shall not be charged or chargeable with, or accountable for any more of the said trust-monies and premises than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the same monies and premises, or any part thereof, so as such loss happen without their wilful defaults, nor the one of them for the other or others of them, or for the acts, deeds, receipts, disbursements or defaults, the one of the other or others of them, but each of them only for his own acts, deeds, receipts, disbursements and defaults; and also that it shall and may be lawful for them the said trustees parties hereto, and such new trustee or trustees, to be nominated or appointed as aforesaid, and each and every of them, their

from time to time.

Stocks, &c. to be vested in them all.

Trustees not chargeable for each other,

and only for wilful losses, &c.

They may
retain their
charges, &c.

their and each and every of their heirs, executors and administrators, in the first place by and out of the said trust-monies and premises to deduct and reimburse him and themselves respectively all such loss, costs, charges and expences as he, they or any of them shall sustain, expend or be put unto, for or by reason of the trusts aforesaid, or the management or execution thereof, or any other thing in any wise relating thereto. In witness, &c.

No. 12.

A settlement before marriage, by which in pursuance of an agreement the husband settles lands of inheritance, and a church-lease for lives, and transfers South-sea stock: the lady's father transfers South-sea stock and annuities, both to be re-transferred to themselves and two more, to be invested in lands to be settled. The lands, &c. are limited, after husband and wife, to son or sons of the marriage, appointed by their father, not exceeding an estate tail male. If no appointment, to the first, &c. Terms for portions, &c. Jointure to the wife out of different funds. Directions for settling lands when purchased; and other special matters, as in the margin.

The parties.

THIS indenture quadrupartite, made the tenth day of November anno Domini 1727. in the first year of the reign, &c. between *Abel Ash* of *Bruton* in the county of *Cambridge*, esq; of the first part, *Denzil Dun* of *Enfield* in the said county of *Cambridge*, esq; and *Francis Fell* of *Getten* in the county of *Hereford*, esq; of the second part, *Joseph Fell* of *Kirkall* in the said county of *Hereford*, esq; and *Lewis Lane* of *Marran* in the county of *Norfolk*, esq; of the third part, and *Oliver Oldys* of *Parrow* in the said county of *Norfolk*, esq; and *Ruth Oldys*, spinster, youngest daughter of the said *Oliver Oldys*, of the fourth part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Abel Ash* and the said *Ruth Oldys*. And whereas in prospect and consideration of the said intended marriage, and for making such provision and settlement upon and for the said *Ruth Oldys*, and the children and issue of the said intended marriage, as is herein after mentioned, it hath been agreed by and between the said *Abel Ash* and *Oliver Oldys* in manner following, (that is to say) that he the said *Abel Ash* should forthwith settle, convey and assure the manor, messuages, lands, tenements and hereditaments, herein after mentioned to be hereby granted and released (as well freehold of inheritance as leasehold for lives) to and for the uses and purposes,

The intended
marriage re-
cited.

And that it is
agreed the hus-
band shall set-
tle freehold of
inheritance and
leasehold for
lives,

purposes, upon the trusts, and under and subject to the provisos, limitations and agreements herein after mentioned, expressed and declared of and concerning the same respectively; and also that he the said *Abel Ash* should transfer, or procure to be transferred, 18000 *l.* capital *South-sea* stock in the books of the *South-sea* company unto *Simon Slade* of *London*, gent. to the intent that the said *Simon Slade* should forthwith transfer the same 18000 *l.* stock in the said books of the said company unto the said *Oliver Oldys*, *Denzil Dun*, *Abel Ash* and *Francis Fell*, upon the trusts, and for the purposes herein after mentioned and declared of and concerning the same; and that in consideration of the premises, and for and as and in full of the marriage-portion of the said *Ruth Oldys*, and for and towards the making such provision and settlement as aforesaid, the said *Oliver Oldys* should transfer, or procure to be transferred, 2000 *l.* capital *South-sea* stock, and 14000 *l.* *South-sea* annuities, in the respective books of the said *South-sea* company, unto the said *Simon Slade*, to the intent that the said *Simon Slade* should forthwith transfer the same 2000 *l.* stock, and 14000 *l.* annuities, in the said respective books of the said company, unto the said *Oliver Oldys*, *Denzil Dun*, *Abel Ash* and *Francis Fell*, upon the trusts and for the purposes herein after mentioned, expressed and declared of and concerning the same respectively. And whereas the said *Abel Ash*, in pursuance and part of performance of his said recited agreements, hath on or before the day of the date hereof transferred the said 18000 *l.* *South-sea* stock in the books of the said company unto the said *Simon Slade*; and the said *Oliver Oldys*, in pursuance and performance of his said recited agreement, hath also on or before the day of the date hereof transferred the said 2000 *l.* *South-sea* stock, and 14000 *l.* *South-sea* annuities, in the respective books of the said company, unto the said *Simon Slade*, all which said stocks and annuities the said *Simon Slade* hath also on or before the day of the date hereof transferred in the said respective books of the said company unto the said *Oliver Oldys*, *Denzil Dun*, *Abel Ash* and *Francis Fell*, as by the said respective books of the said company, relation being thereunto had, may appear: now this indenture witnesseth, that in consideration of the said intended marriage, and of the said *South-sea* stock and annuities, so transferred by the said *Oliver Oldys*, for and as and in full of the marriage-portion of the said *Ruth* his daughter as aforesaid, and in farther pursuance of the said recited agreements of him the said *Abel Ash*, and for making some provision for and towards the jointure of the said *Ruth Oldys*, in case (after the solemnization of the said intended marriage) she survive the said *Abel Ash* her intended husband, and for making some provision for the children and issue of the said intended marriage, and for settling and assuring the manor, messuages, lands, tenements and hereditaments herein after mentioned to be first hereby granted and released, to and for the uses and purposes, upon the trusts, and under and subject to the provisos, limitations and agreements herein after

and transfer
South-sea stock,

upon trusts, &c.

and that the
lady's father
shall transfer
South-sea stock
and South-sea
annuities,

upon trusts, &c.

and that the
husband has
transferred
stock, and the
lady's father
annuities.

The considera-
tion, &c.

men-

The grant, re-
lease, &c.

Bargain for a
year mentioned.

General words.

Habendum in
fee,

mentioned, expressed and declared of and concerning the same, and in consideration of the sum of 10 s. of lawful money of Great Britain, to the said *Abel Ash* in hand paid by the said *Denzil Dun* and *Francis Fell*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Abel Ash* hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said *Denzil Dun* and *Francis Fell*, their heirs and assigns, all that the manor or reputed manor of *Titton*, with the rights, royalties, franchises, hereditaments and appurtenances whatsoever, thereunto belonging or appertaining, or therewith used or enjoyed, within the parish of *Vam* or elsewhere in the said county of *Cambridge*; and also all that capital messuage, mansion or manor-house of *Titton* in the said parish of *Vam*, commonly called *Woll*, with the barns, buildings, yards, gardens, orchards, lands and hereditaments to the same messuage or manor-house belonging or appertaining, or therewith used or enjoyed, containing about two acres; and all those forty several closes or parcels of land, meadow, pasture, and wood-ground to the same messuage also belonging or appertaining, or therewith used or enjoyed, lying and being in *Vam* aforesaid, and commonly called by the several names next herein after mentioned, (that is to say) [*here follow many parcels*] and also all other the messuages, lands, tenements and hereditaments whatsoever of him the said *Abel Ash*, or whereof or wherein he, or any person or persons in trust for him, is or are seised of any estate of freehold and inheritance in possession, reversion, remainder or expectancy, situate, lying or being in *Vam*, *Yar* and *Zen* aforesaid, every or any of them, and which were purchased by him the said *Abel Ash*, of and from the said *Adam Aston* and *Bona* his wife, *Charles Aston* and *Delia* his wife, and *Edward Eades* and *Flavia* his wife, or any of them, with their and every of their appurtenances, (all which said manor, messuages, lands, tenements, hereditaments and premises herein before granted and released, or mentioned or intended so to be, are now in the actual possession of the said *Denzil Dun* and *Francis Fell*, by virtue of a bargain and sale to them thereof made by the said *Abel Aston* for the term of one whole year, in consideration of 5 s. to him paid by the said *Denzil Dun* and *Francis Fell*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof, and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of him the said *Abel Ash*, of, in, to or out of the same manor, messuages, lands, tenements, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said manor, messuages, lands, tenements, hereditaments, and all and singular

gular other the premisses herein before mentioned, or intended to be herein before granted and released, with their and every of their appurtenances, unto the said *Denzil Dun* and *Francis Fell*, their heirs and assigns for ever, to and for the uses, intents and purposes, upon the trusts, and under and subject to the provisos, powers, limitations and agreements herein after mentioned, expressed and declared of and concerning the same, (that is to say) to the use and behoof of the said *Abel Ash* and of his heirs, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then to the use and behoof of the said *Abel Ash* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of the said *Denzil Dun* and *Francis Fell*, and their heirs, during the natural life of the said *Abel Ash*, upon trust to support and preserve the contingent uses and estates herein after thereof limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require, but nevertheless to permit and suffer the said *Abel Ash* and his assigns during his life to receive and take the rents and profits thereof to and for his and their own use and benefit; and from and after his decease, then to the use and behoof of the said *Ruth Oldys* his intended wife, and her assigns, for and during the term of her natural life, in part of her jointure; and from and after the several deceases of them the said *Abel Ash* and *Ruth* his intended wife, and the decease of the survivor of them, then to the use of the said *Joseph Fell* and *Lewis Lane*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of five hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of waste, upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same term; and from and after the end, expiration, or other sooner determination of the said term of five hundred years, and subject thereunto, to the use and behoof of all and every, or such one or more of the sons of the said *Abel Ash* on the body of the said *Ruth* his intended wife to be begotten, and for such estate and estates, (not larger than or exceeding an estate or estates in tail male) and in such parts, shares, and proportions, manner and form, with or without power of revocation, as he the said *Abel Ash*, at any time or times during his life, by any deed or deeds, writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing, to be by him signed, published and declared in the presence of three or more credible witnesses, shall direct, limit, give or appoint the same; and in default of such direction, limitation, gift and appointment, or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively

upon trusts, &c.

to the use of the husband for life, *sans waste*; then to the trustees, to preserve, &c.

then to the use of the wife for life, in part of jointure;

then to the use of the other trustees for a long term, *sans waste*, upon trusts, &c. after mentioned;

then to the sons, some or one of them, for estates not exceeding tail male,

and in proportions to be appointed by the husband.

For want of appointment, &c.

end

to the first and
other sons suc-
cessively in tail
male,

then to the use
of the first trust-
tees for a long
term,

upon trusts, &c.
after mentioned;

then to the
husband in fee.

The trusts of the
first term de-
clared, by this,
and the like
term in
lands to be pur-
chased,

to raise portions
for younger
children, at
what time,

end and determine, and as to such part or parts of the premises whereof no such direction, limitation, gift or appointment as aforesaid shall be made, to the use and behoof of the first son of the said *Abel Ash* on the body of the said *Ruth* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second, third, fourth, fifth, sixth, seventh, and of all and every other the son and sons of the said *Abel Ash* on the body of the said *Ruth* his intended wife to be begotten, severally, successively and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons and the heirs male of his body being always preferred, and to take before the younger of such son and sons and the heirs male of his and their body and bodies; and for default of such issue, then to the use of the said *Denzil Dun* and *Francis Fell*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of three hundred years from thence next ensuing and fully to be compleat and ended, without impeachment of waste, upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared of and concerning the same term; and from and after the end, expiration or other sooner determination of the said term of three hundred years, then to the use and behoof of the said *Abel Ash*, and of his heirs and assigns for ever. And as to, for and concerning the said term of five hundred years herein before limited to the said *Joseph Fell* and *Lewis Lane*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are herein after mentioned, expressed and declared of and concerning the same term (that is to say) that in case there shall be one or more child or children of the said *Abel Ash* on the body of the said *Ruth* his intended wife begotten (besides an elder or only son) then upon trust that they the said *Joseph Fell* and *Lewis Lane*, their executors, administrators or assigns, shall and do after the respective commencements of the aforesaid term of five hundred years, and of the like term of five hundred years, to be limited of and in the messuages, lands or hereditaments herein after agreed to be purchased and settled, and as the same shall respectively commence, and not before or sooner, (unless with the express consent of the said *Abel Ash* and *Ruth* his intended wife, or of the survivor of them, testified in writing under his, her or their hands and seals, or hand and seal) by demise, sale or mortgage of the said messuages, lands, hereditaments and premises comprized, or to be comprized in the same terms respectively, or of

a competent part thereof, for all or any part of the same respective terms, or either of them, or by such other ways or means as they the said *Joseph Fell* and *Lewis Lane*, or the survivor of them, his executors, administrators or assigns shall think fit, raise and levy, or borrow and take up at interest such sum and sums of money for the portion and portions of all and every such child and children (except an eldest or only son) as are herein after mentioned (that is to say) if but one such child, then the sum of 10000 *l.* of lawful money of *Great Britain* for his or her portion, the same to be paid to such only child if a son at his age of twenty-one years, and if a daughter at her age of twenty-one years or day of marriage, which shall first happen, if such time of payment happen after the commencement of the said respective terms of five hundred years and five hundred years, or either of them, but if before, then within three kalendar months next after the commencement of the same terms, or either of them, and not sooner, (unless with such consent as aforesaid) and if there shall be two such children and no more, then the sum of 12000 *l.* of like money for their portions; and if there shall be three or more such children, then the sum of 18000 *l.* of like money for their portions; the said portions of such children (if more than one) to be shared and divided between or amongst them in such parts or proportions as the said *Abel Ash* by any writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing to be by him signed, sealed and published in the presence of the like number of witnesses, shall direct or appoint; and in default of such direction and appointment, then the same portions shall be equally divided between and amongst all the same children (except as aforesaid) share and share alike, and shall be paid to such of them as shall be a son or sons at the age of twenty-one years, and to such of them as shall be a daughter or daughters at the age of twenty-one years or day or days of marriage, which shall first happen, if such respective terms of payment happen after the commencement of the said respective terms of five hundred years and five hundred years, or either of them; but if before, then within three kalendar months next after the commencement of the same terms, or either of them, and not sooner, (unless with such consent as aforesaid). Provided always, that in case any of the same children being a son or sons shall die before the said age of twenty-one years, or being a daughter or daughters shall die before the said age of twenty-one years or marriage, then the portion or portions of him, her or them so dying, shall go and be paid unto and amongst the survivors or survivor of them, but subject to such distribution or appointment to be made thereof between or amongst them as aforesaid; and in default thereof, then to be equally divided between them share and share alike (if more than one) when the original portion or portions of such surviving child or children shall become payable as aforesaid, so always that no one of them shall have above the

different sums in different events with regard to their number,

to be divided as their father shall appoint,

in default of appointment equally;

when payable,

Benefit of survivorship, but subject to such appointment.

Restriction as to the sums.

Proviso for
ceasing the por-
tions.

Provision for
maintenances,
&c.

in proportion to
their number,

and ages,

restriction as to
the quantum,

In the mean
time &c. the
remainder-man
to enjoy the

residue of the
rents, &c.

sum of 10000*l.* for his or her portion, nor any two of them above the sum of 12000*l.* between them for their portions. Provided also, that in case all the same children shall die before such their said respective age or marriage, then the said monies so to be raised for their portions as aforesaid, or so much thereof as shall not be then raised shall not be raised, but shall cease for the benefit of the person or persons next in reversion or remainder of the premises herein before mentioned or intended to be hereby conveyed expectant on the said terms of five hundred years hereby limited, and then also so much thereof as shall be then raised shall be paid to the same person or persons next in reversion or remainder as aforesaid. And upon this further trust, that the said *Joseph Fell* and *Lewis Lane*, their executors, administrators and assigns, shall and do by and out of the rents and profits, as well of the said premises hereby settled, as of those to be purchased and settled as herein after is mentioned, or any part thereof, as soon as may be after the decease of the said *Abel Ash*, and until the said portion or portions of the said younger child or children shall become payable respectively as aforesaid, raise, levy and pay for the maintenance and education of the same child or children, such yearly sum or sums of money and for such respective times as are next herein after mentioned, (that is to say) until their respective ages of twelve years the several yearly sums following, *viz.* if but one such child, the yearly sum of 160*l.* and if two such children and no more, the yearly sum of 120*l.* a-piece; and if three or more such children, the yearly sum of 100*l.* a-piece; and from and after the said respective ages of twelve years, and until their said respective portions shall become payable, the several yearly sums following, *viz.* if but one such child, the yearly sum of 200*l.* and if two such children and no more, the yearly sum of 160*l.* a-piece; and if three or more such children, the yearly sum of 120*l.* a-piece, (so always that such yearly maintenances exceed not in the whole the interest of the respective portions of the same children after the rate of 3*l.* *per cent. per ann.*) such yearly sum or sums for maintenance and education to commence and be accounted from the decease of the said *Abel Ash*, and to be paid to or for such younger child or children respectively at the four most usual feasts or days of payment in the year (that is to say) the feasts of the annunciation of the blessed Virgin *Mary*, the nativity of St. *John* baptist, St. *Michael* the archangel, and the birth of our Lord Christ, by even and equal portions, free of all taxes and other deductions. And upon this further trust, that they the said *Joseph Fell* and *Lewis Lane*, their executors, administrators and assigns, shall and do until some one of the said portions shall become payable, permit and suffer such person or persons to whom the next and immediate reversion or remainder of the said herein before granted and released premises expectant on the said terms of five hundred years hereby limited, shall for the time being belong or appertain, by virtue of these presents, to receive and take the residue of the

the rents and profits, as well of the said premisses hereby settled, as of those to be purchased and settled, (over and above so much thereof as shall from time to time be paid, or become payable for the maintenance and education of such child or children as aforesaid). Provided always, that no such demise, sale or mortgage as aforesaid shall be made, until some one of the said portions of the said younger children shall become payable as aforesaid. Provided also, that in case there shall be no such child or children of the said *Abel Ash* on the body of the said *Ruth* his intended wife to be begotten, (save an eldest or only son as aforesaid) or there being such child or children, all of them shall die before their said respective age or marriage, or in case the said sum and sums of money before limited and appointed to be raised for his, her or their portion or portions as aforesaid, and also such maintenance in the mean time and until the same portion or portions shall become payable as aforesaid, shall be by the said *Joseph Fell* and *Lewis Lane*, their executors, administrators or assigns, raised and levied by the ways and means in that behalf afore mentioned, or shall be by such person or persons as for the time being shall be next in reversion or remainder of the said herein before granted and released premisses expectant upon the said terms of five hundred years therein, paid, or to the good liking of the said *Joseph Fell* and *Lewis Lane*, or the survivor of them, his executors, administrators or assigns, secured to be paid, according to the purport, true intent and meaning of these presents, then and in every or any of the said cases, and at all times from thenceforth, the said term of five hundred years of and in the said herein before granted and released premisses, or so much thereof as shall remain unfold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes, any thing herein contained to the contrary notwithstanding. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that if the said *Abel Ash* shall advance such his said child or children (not being an eldest or only son as aforesaid) with portions in his life-time, or that any lands or hereditaments, monies, goods or chattels shall be given, or come by or from him at his death unto or for the benefit of the same child or children, (except as aforesaid,) then and in such case such portions, monies, goods and chattels, and the value of such lands or hereditaments, shall be accounted as part (if less in value than the portion or portions herein before provided or intended for the same child or children) but (if as much or more in value) then in full of the same portion or portions, unless he the said *Abel Ash* shall by writing under his hand declare the contrary. And as to, for and concerning the said term of three hundred years herein before limited to the said *Denzil Dun* and *Francis Fell*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them, upon such trusts, and to and

No demise, &c. till portion payable;

if no such child or portion raised,

(and maintenance)

or secured, &c.

this term to cease.

Other advancement by the husband, to be accounted as portion or part.

The trusts of the second term declared;

for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same term, (that is to say) if no issue male, in case the said *Abel Ash* shall die without issue male of his body on the body of the said *Ruth* his intended wife to be begotten, or being such, all of them shall die without issue male of his or their body or bodies, and that there be issue one or more daughter or daughters of the said *Abel Ash* on the body of the said *Ruth* his intended wife begotten living at the time of such failure of issue male as aforesaid, or at any time after, then upon trust, that they the said *Denzil Dun* and *Francis Fell*, their executors, administrators or assigns, shall and do after the respective commencements of the aforesaid term of three hundred years, and of the like term of three hundred years, to be limited of and in the said messuages, lands or hereditaments herein after agreed to be purchased and settled, and as the same shall respectively commence, and not before or sooner, (unless with the express consent of the said *Abel Ash* and *Ruth* his intended wife, or of the survivor of them, testified as aforesaid) by demise, sale or mortgage of the said messuages, lands, hereditaments and premises comprized, or to be comprized in the said terms respectively, or of a competent part thereof, for all or any part of the same respective terms or either of them, and by and with the rents and profits of all or any part of the premises, in both or either of the same terms comprized, or to be comprized, in the mean time and until such sale (over and above such part of the said rents and profits as shall be applied for the maintenance and education of such daughter or daughters, as is herein after mentioned) raise and levy, or borrow and take up at interest such sum and sums of money for the portion and portions of all and every such daughter and daughters as are herein after mentioned, (that is to say) if but one such daughter, then the sum of 16000 *l.* of lawful money of *Great Britain*, for her portion, to be paid at her age of twenty-one years or day of marriage, which shall first happen, if such time of payment happen after the commencement of the said respective terms of three hundred years and three hundred years, or either of them; but if before, then within three kalendar months after the commencement of the same terms, or either of them, and not sooner (unless with such consent as aforesaid); and if there shall be two such daughters and no more, then the sum of 20000 *l.* of like money for their portions; and if there shall be three or more such daughters, then the sum of 24000 *l.* of like money for their portions; the said portions of the same daughters (if more than one) to be shared and divided between or amongst them in such parts and proportions as the said *Abel Ash* by any writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing, to be by him signed, sealed and published in the presence of the like number of witnesses, shall direct or appoint; and in default of such direction and appointment, then the said portions

to raise portions for daughters, by this and the like term in lands to be purchased,

(besides maintenance)

in proportion to their number,

to be divided as their father shall appoint;

if no appointment, equally;

3

portions shall be equally divided between and amongst all the same daughters, share and share alike, and shall be paid to them respectively at their respective ages of twenty-one years or days of marriage, which shall first happen, if such respective times of payment happen after the commencement of the said respective terms of three hundred years and three hundred years, or either of them; but if before, then within three kalendar months after the commencement of the same terms, or either of them, and not sooner (unless with such consent as aforesaid). Provided always, that in case any of the same daughters shall happen to die before she or they shall attain the said age of twenty-one years or be married, then the portion or portions of her or them so dying shall go and be paid to and amongst the survivors or survivor of them, but subject to such distribution or appointment to be made thereof between or amongst them as aforesaid; and in default thereof, then to be equally divided between them, share and share alike (if more than one) when the original portion or portions of such surviving daughter or daughters shall become payable as aforesaid; so as no one of them shall have above the sum of 16000*l.* for her portion, nor any two of them above the sum of 20000*l.* between them for their portions. Provided also, that in case all the said daughters shall happen to die before any of them shall attain the age of twenty-one years or be married, then the said sum or sums of money appointed to be raised for their portion or portions as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease, for the benefit of the person or persons next in reversion or remainder of the said hereby granted and released premises, expectant on the said term of three hundred years therein; and then also so much thereof as shall be then raised, shall be paid to the same person or persons in reversion or remainder as aforesaid. And upon this farther trust, that the said *Denzil Dent* and *Francis Fell*, their executors, administrators and assigns, shall and do by and out of the rents and profits as well of the said premises hereby settled, as of those to be purchased and settled, as herein after is mentioned, or any part thereof, as soon as may be after the decease of the said *Abel Ash*, and until the portion or portions of the said daughter or daughters shall become payable respectively as aforesaid, raise, levy and pay, for the maintenance and education of the same daughter or daughters, such yearly sum and sums of money, and for such times as are next herein after mentioned; (that is to say) till their respective ages of twelve years, the several yearly sums following, *viz.* if but one such daughter, the yearly sum of 200*l.* and if two such daughters and no more, the yearly sum of 120*l.* a-piece; and if three or more such daughters, the yearly sum of 100*l.* a-piece; and from and after their said respective ages of twelve years, and until their said respective portions shall become payable, the yearly sums following, *viz.* if but one such daughter, the yearly sum of 400*l.* and if two such daughters and no more, the yearly sum of 300*l.* a-piece; and if

when payable.

Benefit of survivorship, but subject to such appointment.

Restriction as to the quantum.

If all die, &c. the portions to cease.

Provision for maintenances,

in proportion to their ages and number;

three or more such daughters, the yearly sum of 250 *l.* a-piece; (so always that such yearly maintenances shall not exceed in the whole the yearly sum of 1000 *l.*) such yearly sum or sums for the maintenance and education of the said daughter or daughters to commence and be accounted from the decease of the said *Abel Ash*, and to be paid to or for the said daughter or daughters respectively at the four most usual feasts or days of payment before mentioned, by even and equal portions, free of all taxes, and other deductions. Provided always, that no such sale or mortgage as is last herein before mentioned shall be made until some one of the said last mentioned portions shall become payable. Provided also, that in case there shall be no such daughter or daughters of the said *Abel Ash* on the body of the said *Ruth* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after; or there being such daughter or daughters, all of them shall happen to die before any of them shall attain the age of twenty-one years or be married; or in case the said sum and sums of money before limited and appointed to be raised for such daughters portions as aforesaid, and also such maintenance in the mean time and until the same portion or portions shall become payable as aforesaid, shall be by the said last named trustees, their executors, administrators or assigns, raised, levied and paid, by the ways and means in that behalf afore-mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the premises herein before mentioned, or intended to be hereby granted and released, expectant on the said term of three hundred years therein paid, or to the good-liking of the same trustees, or the survivor of them, his executors, administrators or assigns, secured to be paid, according to the purport, true intent and meaning of these presents; then, and in any of the said cases, and at all times from thenceforth, the said term of three hundred years, of and in the said manor, messuages, lands, hereditaments and premises, herein before granted and released, or so much thereof as shall remain unfold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void to all intents and purposes, any thing herein before contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby declared by and between all the said parties to these presents, that if the said *Abel Ash* shall advance or prefer such his said daughter or daughters in marriage with a portion or portions in his life-time, or that any sum or sums of money shall be raised for them or any of them, by virtue of the said several terms of five hundred years limited and to be limited as aforesaid, or either or any of them, or the trusts of either or any of them, or that any lands or tenements, monies, goods or chattels shall descend or come from him the said *Abel Ash*, unto or for the benefit of his said daughter or daughters; then, and in such case, such portion and portions, monies, goods and chattels, and the value of such lands or tenements, shall be accounted as part (if less in value than

Restriction as to the quantum.

No sale, &c. till portion payable.

If no such daughter, &c.

or portions (and maintenances) paid,

or secured, &c.

this term to cease.

Advancement by their father, or by the other terms,

to be accounted, &c.

than the portion or portions last herein before provided or intended for the same daughter or daughters) but (if as much or more in value) then in full of the same portion or portions, unless he the said *Abel Ash* shall by writing under his hand declare the contrary. And whereas by indenture of lease bearing date the third day of *July 1721.* and made or mentioned to be made between *George Gee* doctor in divinity, archdeacon of *Ely*, and parson imparsonnee of the parish-church of *Yar* in the county of *Cambridge*, of the one part, and *Henry Hart*, then of the *Inner Temple, London*, esq; (since deceased) of the other part, the said *George Gee*, for the considerations therein expressed, did, or is therein mentioned to demise, grant, and to farm let, unto the said *Henry Hart*, all that the parsonage and rectory of *Yar* aforesaid, and all and singular the lands, tenements, rents, marshes, tithes, emoluments, commodities, advantages, and profits, with their appurtenances whatsoever, to the said *George Gee* or his successors in any manner of wise appertaining or belonging, being, coming, growing, renewing or arising in *Yar* aforesaid, and *Irrand* in the said county of *Cambridge*, (except all advowsons of churches, and gifts of benefices) to hold, perceive and occupy the said parsonage and rectory, lands, tenements, rents, marshes, tithes, and all other the thereby demised premises (except before excepted) unto the said *Henry Hart*, his heirs and assigns, for and during the term and time of the natural lives of the said *Abel Ash* (therein named *Abel Ash* of *London*, esq;) *Kezia Hart* (then wife, and now the widow and relict of the said *Henry Hart*) and *Henry Hart* (then son and heir apparent, and now son and heir of the said *Henry Hart* deceased) and for and during the life and lives of the longest liver of them, at and under the yearly rent of 40*l.* of lawful money of *Great Britain*, payable to the said *George Gee* and his successors, by four equal quarterly payments, in manner therein mentioned. And farther, by the same indenture the said *George Gee* did, or is therein mentioned to demise, grant, and to farm let, unto the said *Henry Hart* deceased, all the tithe and tithes of the lands which were then reputed, taken and known to be within the said parish of *Yar*, which did sometime belong to *Moccat* in the said county of *Cambridge*; to hold, perceive and take the same, to the said *Henry Hart* deceased, his heirs and assigns, for and during the term and time of the natural lives of the said *Abel Ash*, *Kezia Hart*, and *Henry Hart* the son, and for and during the life and lives of the longest liver of them, at and under the yearly rent of 6*s.* 8*d.* of like money, payable to the said *George Gee* and his successors by four equal payments, in manner therein mentioned. And lastly, the said *George Gee* did, or is therein mentioned to demise, grant, and to farm let, unto the said *Henry Hart* deceased, all the woodlands, woods and underwoods belonging to the said parsonage of *Yar* aforesaid, called or known by the name of *Yar* park, with all commodities, advantages and profits thereunto belonging; to hold the same unto the said *Henry Hart* deceased,

unless he declare the contrary.
A church-lease

of a rectory

and tithes recited,

and of woodlands, &c.

for three lives,

at separate
rents, &c.

and that the
same is vested
in the husband.

He grants, &c.
the same to
trustees,

(bargain for a
year mentioned)

and right, &c.
of renewal;

Habendum

deceased, his heirs and assigns, for and during the term and time of the natural lives of the said *Abel Ash*, *Kezia Hart*, and *Henry Hart* the son, and for and during the life and lives of the longest liver of them, at and under the like yearly rent of 6 s. 8 d. of like money, payable to the said *George Gee* and his successors in like manner as aforesaid, as by the said recited indenture of lease, relation being thereunto had, may more fully appear. And whereas the said parsonage, rectory, lands, tenements, tithes, woods and woodlands, hereditaments and premises, in and by the said recited indenture demised and granted as aforesaid, or mentioned or intended so to be, are since by good and sufficient conveyances and assurances in the law come to and vested in the said *Abel Ash*, for and during the said estate and term therein, as by indentures of lease and release bearing date respectively the fourth and fifth days of *July* 1721, between the said *Henry Hart* deceased, of the one part, and the said *Abel Ash* of the other part, relation being thereunto respectively had, may appear: now this indenture further witnesseth, that in consideration of the said intended marriage, and for other the considerations aforesaid, and also in consideration of the sum of 10 s. of lawful money of *Great Britain*, to the said *Abel Ash* in hand paid by the said *Denzil Dun* and *Francis Fell*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Abel Ash* hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said *Denzil Dun* and *Francis Fell*, their heirs and assigns, all and every the said parsonage and rectory, lands, tenements, rents, marshes, tithes, woodlands, woods, underwoods, hereditaments and premises in and by the said recited indenture of lease demised and granted as aforesaid, or mentioned or intended so to be, with their and every of their appurtenances, (all which said parsonage, rectory, lands, tenements, tithes, woodlands, hereditaments, and other the said last mentioned premises, are now in the actual possession of the said *Denzil Dun* and *Francis Fell*, by virtue of a bargain and sale to them thereof made by the said *Abel Ash* for the term of one whole year, in consideration of 5 s. to him paid by the said *Denzil Dun* and *Francis Fell*, in and by one other indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided); and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, trust, property, right and benefit of renewal, claim and demand whatsoever, both at law and in equity, of him the said *Abel Ash*, of, in, to or out of the said last herein before granted and released premises, parsonage, rectory, lands, tenements, tithes, woodlands, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said parsonage, rectory, lands, tenements, tithes, wood-

lands,

lands, hereditaments, and all and singular other the premisses in and by the said recited indenture of lease demised and granted, and herein before granted and released, or mentioned or intended so to be, with their and every of their appurtenances, unto the said *Denzil Dun* and *Francis Fell*, their heirs and assigns, to the use of them the said *Denzil Dun* and *Francis Fell*, their heirs and assigns, for and during the natural lives of them the said *Abel Ash*, *Kezia Hart*, and *Henry Hart* the son, and the lives and life of the longest liver and liver of them, (subject to the rents and covenants in the said recited indenture of lease reserved and contained, which on the tenants or lessees part are to be paid, done and performed) upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same, (that is to say) in trust for the said *Abel Ash* and his heirs, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then in trust for the said *Abel Ash* and his assigns, for and during the term of his natural life; and from and after his decease, then in trust for the said *Ruth* his intended wife, and her assigns, for and during the term of her natural life, in further part of her jointure; and from and after the several deceases of them the said *Abel Ash* and *Ruth* his intended wife, and the decease of the survivor of them, then in trust for such of the sons of the said *Abel Ash* on the body of the said *Ruth* his intended wife to be begotten as shall first attain his age of twenty-one years, and the heirs and assigns of such son, for and during the continuance of the aforesaid estate and term of and in the same premisses; and in the mean time (from and after the decease of the survivor of them the said *Abel Ash* and *Ruth* his intended wife) in trust to permit and suffer the eldest or only son for the time being of the said *Abel Ash* by the said *Ruth* his intended wife, to receive and take the clear rents and profits of the said last herein before granted and released premisses, to and for his and their own use and benefit. Provided always, that in case there shall be no son or sons of the said *Abel Ash* on the body of the said *Ruth* his intended wife to be begotten, or being such, all of them shall die before any of them attain the said age of twenty-one years, then in trust for the said *Abel Ash*, his heirs and assigns, for all the continuance of the aforesaid estate and term therein. And it is hereby declared and agreed by and between all the said parties to these presents, that all new leases which shall hereafter be taken of the said last herein before granted and released premisses, or any part thereof, shall from time to time be taken in the names of the said *Denzil Dun* and *Francis Fell*, or of the survivor of them, his heirs or assigns, and shall from time to time remain, continue, and be subject and liable to the like trusts as are herein before declared of and concerning the same premisses, and as near thereto as may be, and the nature of the case will admit. And further, that the said *Denzil Dun* and *Francis Fell*, their heirs or assigns, from time to time, and so

upon trust

for the husband till the marriage, and then for life;

and then for the wife for life, in part of jointure;

then in trust for such son, his heirs, &c. as shall first attain twenty-one years;

in the mean time (after death of husband and wife) to permit the eldest to take the profits.

If no son attain that age, in trust for the husband, &c.

New leases to be in the names of these trustees,

and to the like trusts, &c.

Trustees (upon request) to surrender to renew.

often

The husband
covenants.

to obtain re-
newals;

the wife's life to
be inserted on
the first vacancy.

A leasing power
to husband and
wife successively
of these lands,
&c.

with restrictions
as to term, &c.

often as they shall be requested by the said *Abel Ash* and *Ruth* his intended wife, or the survivor of them, so to do, shall surrender, or cause to be surrendered the lease then in being of and in the same premises, in order that the same may be renewed upon the like trusts as aforesaid, or as near thereto as may be. And the said *Abel Ash*, for the considerations aforesaid, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Denzil Dun* and *Francis Fell*, their heirs, executors, administrators and assigns, in manner following, (that is to say) that in case the said intended marriage take effect, he the said *Abel Ash*, his heirs, executors or administrators, shall and will at his and their own costs and charges within the space of one year next after the solemnization thereof, or at least within the space of one month after any one of them the said *Abel Ash*, *Kezia Hart* and *Henry Hart* the son shall happen to die, cause and procure the life of the said *Ruth Oldys* (in case she be then living) to be inserted in the lease of the said last mentioned premises; and also shall and will from time to time during the life of him the said *Abel Ash*, cause and procure new leases to be made and taken of the same premises, upon the like trusts as aforesaid, or as near thereto as may be, when and so often as any of the persons on whose lives the same do or shall depend shall happen to die, so that at the time of the decease of him the said *Abel Ash* there shall be two lives at least in the lease then in being of the same premises (whereof the life of the said *Ruth Oldys*, if she be then living, shall be one) and shall and will from time to time bear and pay all fines and other incident charges of and for such renewals. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Abel Ash* at any time or times hereafter during his natural life, and from and after his decease, to and for the said *Ruth* his intended wife (in case she shall him survive) at any time or times during her natural life, by indenture under their respective hands and seals, to demise or lease the said manor, messuages, lands, tenements, parsonage, rectory, tithes, hereditaments and premises herein before granted and released, or any of them, or any part thereof, to any person or persons for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy, so as upon every such lease there be reserved and made payable, during the continuance thereof respectively, the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of fine or income, for or in respect of such lease or leases, and so as none of the same leases be made punishable of waste by any express words therein, and so as in every of such leases there be contained a clause of re-entry for non-payment of the rent or rents to be thereby respectively reserved, and so as the lessee and lessees to whom such lease or leases

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leases shall be made, seal and deliver counterparts of such lease and leases; any thing herein before contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby farther declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Abel Ash* at any time or times hereafter during his life, and from and after his decease to and for the said *Ruth* his intended wife (in case she shall him survive) at any time or times during her life, to make falls and sales of all or any of the underwoods growing or to grow upon all or any the said woods or wood-lands, so as such falls and sales be made according to the usage and custom of the country there, and when the same underwoods are of the usual growth and standing, any thing herein before contained to the contrary notwithstanding. And the said *Abel Ash* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Denzil Dun* and *Francis Fell*, their heirs, executors and administrators, in manner following, (that is to say) that all and every the said manor, messuages, lands, tenements, parsonage, rectory, tithes, hereditaments and premises hereby, or mentioned or intended to be hereby granted and released, shall or lawfully may from time to time, and at all times hereafter, remain, continue and be to, for and upon the several uses, trusts, intents and purposes, and under and subject to the powers, provisions, limitations and agreements herein before mentioned, expressed and declared of and concerning the same respectively, and shall and may be peaceably and quietly had, held and enjoyed accordingly, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Abel Ash*, his heirs or assigns, or of or by any other person or persons lawfully claiming or to claim from, by or under, or in trust for him, them, or any of them; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Abel Ash*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions; and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered, by the said *Abel Ash*, his heirs or assigns, or by any other person or persons lawfully claiming or to claim from, by, under, or in trust for him, them, or any of them, (except the rents and services from henceforth to become due and payable to the lord or lords of the fee or fees of the premises, or any part thereof; and also except such leases for years as are now in being of and in the same premises, or any part thereof, whereupon the improved yearly rents are respectively reserved and made payable; and except the rents

Power to them successively to fell under-woods in these premises,

the falls to be according to the custom of the country.

The husband covenants for quiet enjoyment, &c.

free from incumbrances.

excepts, rents, &c.

and leases in being,

and rents and

covenants in the
lease,
and for further
assurances.

The trusts of the
South-sea stock
and South-sea
annuities declar-
ed, &c.

and covenants in the said recited indenture of lease from the said *George Gee* reserved and contained, and which on the tenant or lessee's part are to be paid, done and performed). And moreover, that he the said *Abel Ash* and his heirs, and all other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, either at law or in equity, of, in, to or out of the same manor, messuage, lands, parsonage, rectory, tithes, hereditaments and premises, or any of them, or any part thereof, from, by or under, or in trust for him, them, or any of them (except as is herein before excepted) will from time to time, and at all times hereafter, upon every reasonable request of the said *Denzil Dun* and *Francis Fell*, or the survivor of them, his heirs, executors or administrators, but at the costs and charges in the law of the said *Abel Ash*, his heirs, executors or administrators, make, do and execute, or cause or procure to be made, done, and executed, all and every such farther and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying, settling and assuring of the said manor, messuages, lands, tenements, parsonage, rectory, tithes, hereditaments and premises mentioned, or intended to be hereby granted and released, with their appurtenances, to and for the uses and purposes, upon the trusts, and under and subject to the powers, provisoes, limitations and agreements herein before mentioned, expressed and declared of and concerning the same respectively, as by the said *Denzil Dun* and *Francis Fell*, or the survivor of them, his heirs, executors or administrators, or his or their counsel learned in the law shall be reasonably advised, or devised and required: so as such further assurances contain in them no further or other warranty or covenants than against the person or persons, his or their heirs who shall make or do the same; and so as the party or parties who shall be requested to make such further assurances, be not compelled or compellable for making or doing thereof, to go or travel above five miles from his, her or their then respective dwellings or places of abode. And this indenture further witnesseth, that in consideration of the said intended marriage, and in further pursuance of the said recited agreements, and for making such further provision for the jointure and maintenance of the said *Ruth Oldys* for her life, in case she shall (after the solemnization of the said intended marriage) happen to survive the said *Abel Ash* her intended husband, and also such further provision and settlement upon and for the children and issue of the said intended marriage as is herein after mentioned, it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that the said 18000*l.* and 2000*l.* capital *South-sea* stock, and 14000*l.* *South-sea* annuities, so transferred to the said *Oliver Oldys*, *Denzil Dun*, *Abel Ash* and *Francis Fell* as aforesaid, are and were so

to

to them transferred, upon this special trust and confidence, that they the said *Oliver Oldys*, *Denzil Dun*, *Abel Ash* and *Francis Fell*, or the survivors or survivor of them, or the executors or administrators of such survivor, shall and do forthwith, or so soon as conveniently may be after the solemnization of the said intended marriage, sell and dispose of as well the said 18000 *l.* and 2000 *l.* capital *South-sea* stock (making together 20000 *l.* capital *South-sea* stock) as also the said 14000 *l.* annuities, either together or in parcels, for the most monies and best price that can be reasonably had or gotten for the same respectively; and shall and do forthwith thereupon, or so soon after as a convenient purchase or purchases can be found, lay out and dispose of the monies arising by such sale or sales, as well of the said 20000 *l.* *South-sea* stock as of the said 14000 *l.* *South-sea* annuities, in one or more purchase or purchases of freehold messuages, lands, tenements or hereditaments, of an estate of inheritance in fee-simple in possession, in some convenient place or places within that part of *Great Britain* called *England*, and thereupon settle, convey and assure, or cause and procure all such messuages, lands, tenements or hereditaments so to be purchased as aforesaid, to be settled, conveyed and assured, to and for the several uses, intents and purposes, upon the trusts, and under and subject to the provisos, limitations and agreements herein after mentioned, expressed and directed, or referred to, of and concerning the same respectively, (that is to say) as to all the said messuages, lands, tenements or hereditaments, so to be purchased as aforesaid, to the use and behoof of the said *Abel Ash* and his assigns for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of trustees to be for that purpose named, and their heirs, during the natural life of the said *Abel Ash*, upon trust to support and preserve the contingent uses and estates herein aftermentioned, limited, directed or referred to from being defeated or destroyed, and for that purpose to make entries or bring actions as the case shall require; but nevertheless to permit and suffer the said *Abel Ash* and his assigns during his natural life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then as to such part and so much of the same messuages, lands, tenements or hereditaments, as shall be purchased with the monies arising by sale of the said 20000 *l.* *South-sea* stock, or such part and so much of the same messuages, lands, tenements or hereditaments, as shall be *bona fide* worth to be sold full so much monies as shall arise by sale of the same 20000 *l.* *South-sea* stock, to the use and behoof of the said *Ruth Oldys*, and her assigns, for and during the term of her natural life, which together with the said manors, messuages, lands, hereditaments and premises herein before limited to, or in trust for her for her life in part of her jointure as aforesaid, are to be and shall be in full for her jointure, and in

lieu,

to sell the same,

and lay out the money in purchases of freeholds in *England*, and settle the lands, &c. upon trusts, &c. aftermentioned,

viz. to the husband for life, *sans waste*,

then to trustees to preserve, &c.

then as to part purchased by the husband's money.

to the use of the wife for life, to be (with the above) in full for jointure, and in bar of dower;

then as to this
part,

and, after his
death, as to the
other lands to be
purchased,

to the like uses,
&c.

as the manor,
&c. first re-
leased, &c.

Agreement that

after the mar-
riage, and until
purchases, the
trustees may sell
the stock and
annuities, &c.
and place out
the money,

on securities,
&c.

or deposit it in
the bank, *toties*
quoties.

lieu, bar and satisfaction of her dower and thirds at common law, which she can or may have or claim of, in, to or out of all and every or any of the manors, messuages, lands, tenements or hereditaments, whereof or wherein the said *Abel Ash* her intended husband now is, or at any time hereafter during the intended coverture between them shall be seised of any estate of freehold or inheritance; and from and after the several deceases of them the said *Abel Ash* and *Ruth* his intended wife, and the decease of the survivor of them, then as to such part, and so much of the said messuages, lands or hereditaments to be purchased as aforesaid, as are herein before directed to be limited, to the use of the said *Ruth Oldys* for her natural life as aforesaid, and from and immediately after the decease of the said *Abel Ash* then as to all the rest and residue of the said messuages, lands or hereditaments to be purchased as aforesaid, and which are not herein before directed to be limited to the use of the said *Ruth Oldys* for her natural life as aforesaid, to, for and upon such or the same or the like uses, trusts, intents and purposes, and under and subject to such or the same or the like powers, provisoes, restrictions, limitations and agreements, as (from and after the several deceases of the said *Abel Ash* and *Ruth* his intended wife, and the decease of the survivor of them) are herein before limited, expressed or declared of and concerning the same manor, messuages, lands, hereditaments and premisses of inheritance first herein before granted and released, or as near thereto as may be, and the deaths of persons will admit. And it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Oliver Oldys Denzil Dun*, *Abel Ash* and *Francis Fell*, or the survivors or survivor of them, his executors or administrators, in the mean time after the solemnization of the said intended marriage, and until such purchase or purchases shall be made as aforesaid, to sell and dispose of the aforesaid 20000 *l.* *South-sea* stock, and 14000 *l.* *South-sea* annuities, or either of them, or any part or parcel of them, or either of them, and from time to time to lend and place out the monies arising by such sale or sales, or other disposition, as also any sum or sums of money which shall or may be paid in, of, for or on account of the principal or capital of the said stock and annuities, or any part thereof, upon any publick or private security or securities at interest, or to lay out and invest the same, or any part thereof, in the purchase of stock in the bank of *England*, *South-sea* company or *East-India* company, or of *South-sea* annuities, or other publick stocks or funds, or to deposit the same for safe custody in the bank of *England*, or elsewhere, subject to the trusts aforesaid, and from time to time to call and receive in such monies so lent or placed out on securities as aforesaid, or to sell and dispose of such stocks, annuities or funds so to be purchased as aforesaid, or any part thereof; and again to lend, place out or invest the same monies, or any part thereof, in manner aforesaid, and as often as they shall

shall think fit, subject to the trusts before-mentioned. And it is hereby further declared and agreed by and between all the said parties to these presents, that in the mean time and until the said 20000*l.* *South-sea* stock, and 14000*l.* *South-sea* annuities, shall be sold and disposed of as aforesaid, and from and after the same shall be so sold and disposed of, and until the monies arising by such sale or sales, or other disposition, shall be laid out and invested in such purchase or purchases of messuages, lands, tenements or hereditaments, to be settled as aforesaid, all the clear yearly dividends, interest, profits and produce that shall be made of the same stock, annuities and monies, every or any part thereof, or of any other stocks, annuities or funds in the purchase whereof the said monies or any part thereof shall be laid out or invested as aforesaid, shall be from time to time paid to and received by such person or persons as and to whom the rents and profits of the messuages, lands or hereditaments, so to be purchased as aforesaid (if purchased and settled) would for the time being belong or appertain by virtue of these presents and the uses and limitations of the same premises respectively above mentioned or directed. And it is hereby further declared and agreed by and between all the said parties to these presents, that the said *Oliver Oldys*, *Denzil Dun*, *Abel Ash* and *Francis Fell*, or any of them, their or any of their executors or administrators, shall not be charged or chargeable with, or accountable for any more of the said trust-monies than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the same monies or any part thereof, so as such loss happen without their wilful defaults, nor any one of them for the others of them, or for the acts, deeds, receipts or disbursements of any one of them, or of the others of them, but each of them only for his own acts, deeds, receipts and disbursements, and also that it shall and may be lawful to and for them the said *Oliver Oldys*, *Denzil Dun*, *Abel Ash* and *Francis Fell*, their heirs, executors and administrators, and every of them, in the first place, out of the said trust-premises to deduct and reimburse themselves all such loss, costs, charges and expences, as they and every or any of them shall sustain, expend or be put unto, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. And whereas by agreement between the said *Oliver Oldys* and *Abel Ash*, made previous hereunto, and in prospect and consideration of the said intended marriage, the said 2000*l.* *South-sea* stock, and 14000*l.* *South-sea* annuities, so transferred by the said *Oliver Oldys*, for and as and in full of the marriage-portion of the said *Ruth* his daughter as aforesaid, are and were so by him transferred in lieu, discharge and full satisfaction, not only of and for all such part, share, interest, claim and demand, as she the said *Ruth Oldys* at present hath of, in, to or out of all, every or any part of the personal estates late of *Noah North*, esq; and *Olivia North*, (the late grandfather and grand-

The profits till purchase made,

to go as the profits of the lands, if purchased and settled.

Trustees not to be accountable for each other,

nor for losses, without wilful default;

to reimburse themselves the charges of the trust.

An agreement recited, that the portion paid by the lady's father is to be in satisfaction of her claim

on the personal estates of her grandfather and grandmother,

(except what
may come by
survivorship)

and of any claim
on her father's
estates.

The husband
covenants,

after the mar-
riage had,

to release ac-
cordingly ;

and to confirm
divisions, &c.
made with the
executors of the
grandfather and
grandmother.

grandmother of her the said *Ruth Oldys*) both deceased, or of either of them, and of and for all legacies and bequests made or given to or for the benefit of her the said *Ruth* by the said *Noah North* and *Olivia North*, or either of them, in and by their several and respective last wills and testaments, or any codicil or codicils to either of their said wills (except only such part, share, right benefit or expectancy, as shall or may hereafter come or accrue to her the said *Ruth*, or to the said *Abel Ash* in her right, or to their children, from the said personal estates, or either of them by survivorship) but also in lieu, discharge and full satisfaction of and for any part, share, interest, claim, and demand which she the said *Ruth Oldys* at present hath, of, in, to or out of all and every or any part of the real and personal estate of the said *Oliver Oldys* her father, all which the said *Abel Ash* and *Ruth* his intended wife do hereby own and acknowledge: now therefore this indenture further witnesseth, that in pursuance of the said last recited agreement, and in consideration of the said intended marriage and marriage-portion, the said *Abel Ash* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Oliver Oldys*, his heirs, executors and administrators, in manner following, (that is to say) that he the said *Abel Ash*, his heirs, executors and administrators, and every of them, shall and will at any time or times after the solemnization of the said intended marriage, at the request, costs and charges of the said *Oliver Oldys*, his heirs, executors or administrators, legally and effectually release and discharge all such part, share, interest, claim and demand as she the said *Ruth Oldys* at present hath, of, in, to or out of all and every or any part of the personal estates late of the said *Noah North* and *Olivia North*, or either of them; and also all legacies and bequests made or given to or for the benefit of her the said *Ruth* by the said *Noah North* and *Olivia North*, or either of them as aforesaid (except only such part, share, right, benefit or expectancy, as shall or may hereafter accrue to her the said *Ruth Oldys*, or to the said *Abel Ash* in her right, or their children, from the same personal estates, or either of them by survivorship) and also all such part, share, interest, claim and demand as she the said *Ruth Oldys* at present hath, of, in, to or out of all and every or any part of the said real or personal estate of the said *Oliver Oldys* her father (except what he shall freely and voluntarily give or leave her by his last will and testament or otherwise); and also that he the said *Abel Ash*, his heirs, executors and administrators, and every or any of them, shall and will at any time or times after the solemnization of the said intended marriage, at the like request, costs and charges of the said *Oliver Oldys*, his heirs, executors or administrators as aforesaid, ratify and confirm, or do any legal and reasonable act, matter or thing whatsoever, for the establishing, ratifying, making good and confirming all such divisions, partitions or dispositions as have been made by and between the said *Oliver Oldys* and the executors of the said *Noah North* and *Olivia North*, or either

of

of them, of the estates late of them the said *Noah North* and *Olivia North*, or either of them, and all deeds, transactions, matters and things which have been made, done or executed by the said *Oliver Oldys* and the said executors, in order to any such division, partition or disposition as aforesaid. In witness, &c.

A settlement before marriage. The mother of the intended husband joins in it. A term created to raise portions and maintenances for daughters. A power to the husband (if there be a son) to charge a sum for younger children. The husband covenants to leave a sum of money to the wife, him surviving. Jointure, leasing-power, &c. No. 13.

THIS indenture quadrupartite, made the fifteenth day of *August*, anno Domini 1718. and in the fourth year of the reign of our sovereign lord *George*, &c. between *Arthur Aston* of *Bidford* in the county of *Chester*, esq; and *Dorothy Due* of *Eastham* in the county of *Flint*, widow, (mother of the said *Arthur Aston*) of the first part, *George Due* of *London*, merchant, and *Hugh Hulse* of *Jug* in the said county of *Chester*, doctor of physick, of the second part, *Kenelm Kirby* of *London*, merchant, and *Luke Hulse* of *Jug* aforesaid, esq; of the third part, and *Matthew Kirby*, citizen and mercer of *London*, and *Olympia Kirby*, one of the daughters of the said *Matthew Kirby*, of the fourth part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Arthur Aston* and the said *Olympia Kirby*: now this indenture witnesseth, that in consideration of the said intended marriage, and of the sum of 6000 *l.* of lawful money of *Great Britain*, to the said *Arthur Aston* in hand paid by the said *Matthew Kirby*, at or before the enfealing and delivery of these presents, as and for the marriage portion of the said *Olympia Kirby*, the receipt and payment of which said sum of 6000 *l.* he the said *Arthur Aston* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Matthew Kirby*, his executors and administrators for ever by these presents, and for providing a competent jointure and provision of maintenance for the said *Olympia Kirby*, in case she shall, after the said intended marriage had, survive and overlive the said *Arthur Aston* her intended husband, and for settling and assuring the messuages, lands, tenements and hereditaments herein after mentioned to be hereby granted and released, unto such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same; and for and in consideration of the sum of 10*s.* of lawful money of *Great Britain*, to the said *Arthur Aston*

The parties.

The intended marriage recited.

The considerations.

The grant, release, &c.	and <i>Dorothy Due</i> in hand paid by the said <i>George Due</i> and <i>Hugh Hulfe</i> , at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said <i>Arthur Aston</i> and <i>Dorothy Due</i> have, and each of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release and confirm unto the said <i>George Due</i> and <i>Hugh Hulfe</i> , their heirs and assigns, all that messuage or tenement, farm and lands, with the appurtenances, commonly called or known by the name or names of <i>Pastyll</i> , or by whatsoever other name or names the same is or hath been called or known; and all those several closes, pieces or parcels of land, meadow and pasture thereunto belonging, or therewith used or enjoyed, commonly called or known by the name [<i>here follow many more parcels</i>];
The parcels.	which said messuages, farms, lands, tenements and hereditaments afore-mentioned, are together of the yearly rent or value
Their value.	of 600 <i>l.</i> or thereabouts; and all other the messuages, farms, lands, tenements and hereditaments whatsoever, with their and every of their appurtenances, of them the said <i>Arthur Aston</i> and <i>Dorothy Due</i> , or of either of them within the aforesaid parishes of <i>Bidford</i> , <i>Quigg</i> and <i>Raban</i> , and in every or any of them in the said counties of <i>Chester</i> and <i>Suffolk</i> , or either of them; together with all houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, ways, waters, watercourses, woods, underwoods, timber and trees, lands, tenements, meadows, pastures, feedings, commons, common of pasture, rights, royalties, privileges, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever to the said several messuages or tenements, farms, lands, hereditaments and premises, or any of them, or any part or parcel of them, or any of them belonging or in any wise appertaining, or with them or any of them now or at any time heretofore used, occupied, possessed or enjoyed, or accepted, reputed, taken or known as part, parcel or member of them, or any of them (except and always reserved out of this present conveyance all that messuage or tenement and farm commonly called or known by the name of <i>Cow Farm</i> , and all lands thereto belonging, or therewith used or enjoyed, now or late in the possession of <i>Vincent Veal</i> , situate and being in <i>Bidford</i> , <i>Quigg</i> and <i>Raban</i> aforesaid, some or one of them); all which said messuages or tenements, farms, lands, hereditaments and premises (except before excepted) are now in the actual possession of the said <i>George Due</i> and <i>Hugh Hulfe</i> , by virtue of a bargain and sale to them thereof made by the said <i>Arthur Aston</i> and <i>Dorothy Due</i> for the term of one whole year, commencing from the feast of the nativity of <i>St. John</i> baptist last past before the date hereof, in consideration of 5 <i>s.</i> to them paid by the said <i>George Due</i> and <i>Hugh Hulfe</i> , in and by one indenture bearing date the day next before the day of the date of these presents, and made or mentioned to be made between the said <i>Arthur Aston</i> and <i>Dorothy Due</i> of the one part and the said <i>George Due</i> and <i>Hugh</i>
General words.	
Other general words.	
Exception of a parcel.	
Bargain, &c. for a year resided.	

Hugh Hulfe of the other part, and by force of the statute for transferring uses into possession made and provided; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of the said messuages, farms, lands, tenements, hereditaments and premisses, and every of them, and every part and parcel thereof (except before excepted) and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said *Arthur Aston* and *Dorothy Due*, and of either of them, of, in, to or out of the said messuages, farms, lands, tenements, hereditaments and premisses, or any of them, or any part or parcel thereof (except before excepted); to have and to hold the said messuages or tenements, farms, lands, tenements, hereditaments, and all and singular other the premisses, with their and every of their appurtenances (except before excepted) unto the said *George Due* and *Hugh Hulfe*, their heirs and assigns, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same, (that is to say) to the use and behoof of the said *Arthur Aston* and his heirs until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then to the use and behoof of the said *Arthur Aston* and his assigns for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, then to the use of the said *George Due* and *Hugh Hulfe* and their heirs during the life of the said *Arthur Aston*, upon trust to support and preserve the contingent uses and estates herein after limited from being defeated or destroyed, and for that purpose to make entries or bring actions as the case shall require, but nevertheless to permit and suffer the said *Arthur Aston* and his assigns during his life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then to the use and behoof of the said *Olympia Kirby* his intended wife, for and during the term of her natural life for her jointure, and in lieu, bar and full satisfaction of her dower and thirds at common law, which she can or may have or claim of, in, to or out of all and every or any the messuages, lands, tenements and hereditaments whereof or wherein the said *Arthur Aston* now is, or at any time or times hereafter during the coverture between them shall be seised of any estate of freehold or inheritance; and from and after the several deceases of the said *Arthur Aston* and *Olympia* his intended wife, and the decease of the survivor of them, then to the use and behoof of the first son of the body of the said *Arthur Aston* on the body of the said *Olympia* his intended wife to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second, third, fourth, fifth, sixth, seventh,

General words.

Habendum in fee,

upon trusts, &c.

to the husband for life, *sans waste*, remainder to trustees, to support, &c.

then to the wife for life for her jointure, in bar of dower;

then to first and other sons in tail male;

then to other
trustees for a
term, *sans*
waste;

then to the
husband in fee.

The trusts of
term declared,

if no issue male,
or all die,

to raise portions
for daughters,

and mainte-
nances.

Different sums
according to
their number,

eighth, ninth, tenth, and of all and every other the son and sons of the body of the said *Arthur Aston* on the body of the said *Olympia* his intended wife to be begotten, severally, successively and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons and the heirs male of his body issuing always to be preferred and to take before the younger of such son and sons and the heirs male of his and their body and bodies issuing; and for default of such issue, then to the use and behoof of the said *Kenelm Kirby* and *Luke Hulfe*, their executors, administrators and assigns, for and during the full time and term and unto the full end and term of three hundred years from thence next ensuing and fully to be compleat and ended, without impeachment of or for any manner of waste, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same; and from and after the end, expiration or other sooner determination of the said term of three hundred years, then to the use and behoof of the said *Arthur Aston*, and of his heirs and assigns for ever. And as to, for and concerning the said term of three hundred years herein before limited to the said *Kenelm Kirby* and *Luke Hulfe*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them as aforesaid, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same, (that is to say) in case there shall be no issue male of the body of the said *Arthur Aston* on the body of the said *Olympia* his intended wife begotten, or being such, all of them shall happen to die without issue male of their bodies coming, and that there be issue one or more daughter or daughters of the body of the said *Arthur Aston* on the body of the said *Olympia* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after, then upon trust that they the said *Kenelm Kirby* and *Luke Hulfe*, their executors, administrators or assigns, shall and do by sale or mortgage of the said term of three hundred years of and in the said messuages, farms, lands, tenements, hereditaments and premises so to them limited as aforesaid, or of and in a competent part thereof, or by such other ways or means as they or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy such sum and sums of money for the portion and portions and maintenance of all and every such daughter and daughters as are herein after expressed and declared, (that is to say) if but one such daughter, then the sum of 6000*l.* of lawful money of *Great Britain* for the portion of such only daughter, to be paid

to

to her at her age of twenty-one years or day of marriage, which shall first happen, if he the said *Arthur Aston* be then dead, but if living, then within six kalendar months next after his death; and if two or more such daughters, then the sum of 8000 *l.* of like money for their portions to be paid, to be equally divided amongst them share and share alike, as and when they shall respectively attain their respective ages of twenty-one years or be married, which shall first happen, if the said *Arthur Aston* be then dead, but if living, then within six kalendar months. Provided always, that in case any of the said daughters shall happen to die before she or they shall attain the said age of twenty-one years or be married, then the portion or portions of her or them so dying shall go and be paid unto, and be equally divided amongst the survivors and survivor of them share and share alike, as and when the original portion or portions of such surviving daughter or daughters shall become payable by virtue of these presents, so always that no one such daughter shall have above the sum of 6000 *l.* for her portion. Provided also, that in case all the said daughters shall happen to die before any of them attain the age of twenty-one years or be married, then the said sum or sums of money appointed to be raised for their portions as aforesaid shall not be raised, but shall cease for the benefit of such person or persons to whom the next and immediate reversion or remainder of the premises expectant upon the said term of three hundred years shall for the time being belong, by virtue of the limitations above mentioned. And upon this further trust, that they the said *Kenelm Kirby* and *Luke Hulfe*, their executors, administrators and assigns, shall and do by and out of the rents, issues and profits of the said messuages, farms, lands, tenements, hereditaments and premises so to them limited as aforesaid, in the mean time (after the decease of the said *Arthur Aston*) and until the said portion or portions of the said daughter or daughters shall become payable respectively as aforesaid, raise, levy and pay such yearly sum and sums of money for the maintenance and education of such daughter and daughters as to them the said trustees, or the survivor of them, or the executors or administrators of such survivor shall seem meet, so as the same exceed not the interest of their said respective portions at the rate of 5 *l.* per cent. per ann. And upon this further trust, that they the said *Kenelm Kirby* and *Luke Hulfe*, their executors, administrators and assigns, shall and do permit and suffer such person or persons to whom the next and immediate reversion and remainder of the premises, expectant upon the said term of three hundred years, shall for the time being belong, by virtue of the limitations afore mentioned, until some or one of the said portions shall become payable, to receive and take the residue and overplus of the rents and profits of the said premises, over and above so much thereof as shall from time to time be paid for the respective maintenances and educations of such daughter and daughters. Provided always, that no such sale or mortgage shall

at what time payable.

Benefit of survivorship,

with restriction,

if all die, &c. portions to sink.

Provision for maintenances;

to permit persons intitled to enjoy the residue,

No sale, &c. till portion payable.

If no such
daughter, &c.

or money
raised,

paid or secured,

or daughters
advanced by
their father,
&c. in whole,

or part, and
the rest raised,

the term to
cease.

Power to the
father to charge
the lands with a
sum for younger
children,

be made as aforesaid until some one of the said portions shall become payable by virtue of these presents. Provided also, and it is hereby further declared and agreed by and between all the said parties to these presents, that in case there shall be no such daughter or daughters of the body of the said *Arthur Aston* on the body of the said *Olympia* his intended wife begotten at the time of such failure of issue male as aforesaid, or at any time after, or there being such daughter or daughters, all of them shall happen to die before any of them attain the age of twenty-one years or be married; or in case the said sum and sums of money before limited and appointed to be raised for their portions as aforesaid, and also such maintenance in the mean time and until the same portions shall become payable as aforesaid, shall be by the said *Kenelm Kirby* and *Luke Hulfe*, their executors, administrators or assigns, raised and levied by the ways and means in that behalf afore mentioned, or shall be by such person or persons as shall for the time being be next in reversion or remainder of the premises expectant upon the said term of three hundred years paid, or to the good-liking of the said *Kenelm Kirby* and *Luke Hulfe*, or the survivor of them, or the executors or administrators of such survivor, secured to be paid, according to the purport, true intent and meaning of these presents; or in case all and every the said daughter and daughters shall be preferred or advanced by the said *Arthur Aston* in his life-time, or at his death, with portions equal to or exceeding the portions hereby for them provided; or in case lands or tenements of inheritance of like value or more shall descend or come to the said daughters by or from the said *Arthur Aston*; or if the portions so given, or the lands or tenements so left to such daughters as aforesaid be not equal in value to the portions hereby for them intended, then in case the said *Kenelm Kirby* and *Luke Hulfe*, their executors, administrators or assigns, shall by the ways and means aforesaid raise and levy so much monies as shall make up the portions or value of the lands so advanced, given or left by the said *Arthur Aston* with or to his said daughters, full so much as the said portions hereby provided for them shall amount unto; then, and in any of the said cases, and at all times from thenceforth, the said term of three hundred years, of and in the said messuages, farms, lands, tenements, hereditaments and premises, or so much thereof as shall remain unsold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby further declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that in case there shall be one or more child or children of the body of the said *Arthur Aston* on the body of the said *Olympia* his intended wife begotten (besides an eldest or only son) then and in such case it shall and may be lawful to and for the said *Arthur Aston*, at any time

time during his life, by any writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing, to be by him signed, sealed, and published in the presence of three or more credible witnesses, to charge the said messuages, farms, lands, tenements, hereditaments, and other the premises, or any of them, or any part thereof (without prejudice nevertheless to the estate for life of the said *Olympia Kirby* therein) with the payment of any sum or sums of money not exceeding in the whole the sum of 4000*l.* of lawful money of *Great Britain*, to or for the benefit of all and every, or any such child or children (not being an eldest or only son as aforesaid) to be raised, levied and paid at such time or times, and in such parts, shares, proportions, manner and form, as he the said *Arthur Aston* shall by such his writing or writings, or last will and testament attested as aforesaid, limit, direct, declare or appoint, with or without power of revocation, any thing herein before contained to the contrary notwithstanding. Provided also, and it is hereby further declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Arthur Aston*, at any time or times hereafter during his life, and from and after his decease to and for the said *Olympia* his intended wife at any time or times hereafter during her life, by indenture under their respective hands and seals, to demise or lease the said messuages or tenements, farms, lands, hereditaments and premises, or any of them, or any part or parcel thereof, to any person or persons for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy; so as upon every such lease there be reserved and made payable, during the continuance thereof, the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of fine or income, for or in respect of such lease or leases; and so as none of the said leases be made dispunishable of waste, by any express words therein; and so as in every of the said leases there be contained a clause of re-entry for non-payment of the rent or rents to be thereby respectively reserved; and so as the lessee and lessees, to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Arthur Aston* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *George Due* and *Hugh Hulfe*, their heirs, executors and administrators, in manner following, (that is to say) that all and every the said messuages, farms, lands, tenements, hereditaments and premises, shall or may from time to time, and at all times hereafter, remain, continue and be, to and for the several uses, intents and purposes, upon the trusts, and under and subject to the provisos, limitations and agreements in and by these presents mentioned, expressed and declared

without prejudice to the wife's jointure.

Leasing power to husband and wife respectively.

with restrictions

The husband covenants for quiet enjoyment.

free from incumbrances,

(except leases)

and for further assurances.

of and concerning the same as aforesaid; and shall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful let, suit, trouble, denial, eviction or interruption, of or by the said *Arthur Aston* and *Dorothy Due*, or either of them, their or either of their heirs or assigns, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest, of, in, to or out of the same premises, or any of them, or any part thereof, from, by or under, or in trust for them, either or any of them, or from, by or under, or in trust for any of the ancestors of the said *Arthur Aston*; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Arthur Aston*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, entails, statutes, recognizances, judgments, extents, executions, rents, arrears of rents, forfeitures, re-entries, cause and causes of forfeiture and re-entry, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said *Arthur Aston* and *Dorothy Due*, or either of them, their or either of their heirs or assigns, or by any of the ancestors of the said *Arthur Aston*, or by any person or persons lawfully claiming or to claim, from, by or under them or any of them, or from, by or under their or any of their act, means, assent, consent or procurement (except such leases of the premises, or any part thereof, for twenty-one years or under, whereupon the improved yearly rent is reserved and made payable). And moreover, that he the said *Arthur Aston* and his heirs, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, either at law or in equity, of, in, to or out of the said messuages, farms, lands, tenements, hereditaments and premises, or any of them, or any part thereof, from, by or under, or in trust for him, them, or any of them, or from, by or under any of the ancestors of the said *Arthur Aston*, (except such lessees as aforesaid, and their respective executors, administrators and assigns, for and in respect only of such excepted leases) shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *George Due* and *Hugh Hulfe*, or the survivor of them, or the executors or administrators of such survivor, but at the proper costs and charges in the law of the said *Arthur Aston*, his heirs, executors or administrators, make, do and execute, or cause and procure to be made, done and executed, all and every such further and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, be it by fine, feoffment, common recovery, or otherwise howsoever, for the further, better, and more perfect and absolute

absolute granting and conveying of the said messuages, farms, lands, tenements, hereditaments and premises, with their appurtenances, unto and for such uses, intents and purposes, upon such trusts, and under and subject to such provisos and agreements as are herein before mentioned, expressed and declared of and concerning the same, as by the said *George Due* and *Hugh Hulfe*, or the survivor of them, or the executors or administrators of such survivor, or their or any of their counsel learned in the law shall be reasonably advised, or devised and required; so as such farther assurances contain in them no farther or other warranty or covenants than against the person or persons, his or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such farther assurances be not compelled or compellable, for making or doing thereof, to go or travel above five miles from his or their then respective dwellings or places of abode. And the said *Dorothy Due* doth hereby for herself, heir heirs, executors and administrators, covenant, promise and agree, to and with the said *George Due* and *Hugh Hulfe*, their heirs, executors and administrators, that she the said *Dorothy Due* hath not at any time heretofore done, committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by means whereof the said messuages, farms, lands, tenements, hereditaments and premises, or any of them, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever (except such leases of the premises, or any part thereof, for twenty-one years or under, whereupon the improved rent is reserved). And the said *Arthur Aston*, in consideration of the said intended marriage, and for other the considerations aforesaid, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *George Due* and *Hugh Hulfe*, their executors and administrators, that in case the said intended marriage shall take effect, and the said *Olympia Kirby* his intended wife shall happen to survive and overlive him, then and in such case he the said *Arthur Aston* shall and will, by his last will and testament, or otherwise, give or leave unto or for the benefit of her the said *Olympia* his intended wife, her executors or administrators, in monies, plate, jewels, or household goods, the sum or value of 1000*l.* of lawful money of *Great Britain*, over and above the jointure and provision herein before for her made. In witness, &c.

The mother covenants that she hath not done anything to incumber,

except leases.

The husband covenants to leave the wife a sum of money, if she survives him.

No. 14.

A settlement before marriage by the intended wife, (who is a widow) with the privity of the intended husband, of her estate, being freehold, leasehold, a bond, goods, &c. As to most part, to the husband, during the joint lives, towards house-keeping; as to other part, to her separate disposal; and as to other part, to the husband as a portion, for which she surviving is to have an annuity for life. See the margin.

The parties.

An intended marriage recited,

and an agreement that the wife's estate be settled as after, &c.

The consideration.

The wife with privity of the husband,

grants, releases, &c. to trustees.

THIS indenture tripartite, made the thirteenth day of February anno Domini 1728. and in the second year of the reign of our sovereign lord George the second, by the grace of God of Great Britain, &c. between *Anne Allen* of *Betton* in the county of *Cornwall* widow, executrix of the last will and testament of *David Allen* late of *Betton* aforesaid blacksmith, her late husband deceased and devisee and residuary legatee in his said will named, and also devisee named in the last will and testament of *Edmund Eades*, late of the parish of *Fixley* in the county of *Gloucester* founder, her late brother deceased, touching all his real and personal estate, of the first part, *Hugh Hall*, citizen and waxchandler of *London*, of the second part, and *Joseph Jenks*, citizen and joiner of *London*, and *Kenrick Keate*, of *London* factor, of the third part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Hugh Hall* and *Anne Allen*. And whereas in prospect and consideration of the said intended marriage it hath been agreed by and between the said *Hugh Hall* and *Anne Allen*, that all the real and personal estate whatsoever whereof the said *Anne Allen* is seised or possessed, or whereunto she is any ways intitled, shall be settled, conveyed and disposed of to such uses, upon such trusts, and to and for such intents and purposes, and in such manner, as are herein after mentioned, expressed and declared of and concerning the same respectively: now this indenture witnesseth, that in pursuance of the said agreement, and in consideration of the said intended marriage, and for and in consideration of the sum of 10s. of lawful money of *Great Britain*, to the said *Anne Allen* in hand paid by the said *Joseph Jenks* and *Kenrick Keate*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said *Anne Allen*, with the privity, consent and approbation of the said *Hugh Hall* her intended husband (testified by his being a party to, and his sealing and delivery of these presents) hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release and confirm, unto the said *Joseph Jenks* and *Kenrick Keate*, their heirs and assigns, all that

that messuage or tenement, and one croft or close thereunto belonging and adjoining, lying and being in *Fixley* aforesaid in the said county of *Gloucester*, commonly called or known by the name of *Lake Close*, and all houses, edifices, buildings, barns, stables, orchards, gardens, ways, easements, commons, cow-gates, beast-gates, horse-gates, sheep-gates, privileges, hereditaments and appurtenances whatsoever, to the said messuage or tenement, croft or close and premisses, either or any of them, or any part or parcel of them, or any of them, belonging or in any wise appertaining, or therewith usually held, demised, occupied or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, or of any part thereof; and also all other the messuages or tenements, lands and hereditaments whatsoever of her the said *Anne Allen* (being freehold) in the parish of *Fixley* aforesaid, or elsewhere, with their and every of their appurtenances (all which said messuage or tenement, croft, lands, hereditaments and premisses, are now in the actual possession of the said *Joseph Jenks* and *Kenrick Keate*, by virtue of a bargain and sale to them thereof made by the said *Anne Allen* for the term of one whole year, in consideration of 5 s. to her paid by the said *Joseph Jenks* and *Kenrick Keate*, in and by one indenture bearing date the day next before the day of the date of these presents, and by force of the statute for transferring uses into possession made and provided); and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever of her the said *Anne Allen*, of, in and to the said messuage or tenement, croft and premisses, every or any part or parcel thereof; to have and to hold the said messuage or tenement, croft, hereditaments, and all and singular other the premisses mentioned or intended to be hereby granted and released, with their appurtenances, unto the said *Joseph Jenks* and *Kenrick Keate*, their heirs and assigns, to the use and behoof of them the said *Joseph Jenks* and *Kenrick Keate*, and of their heirs and assigns for ever: upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same. And whereas by indenture of lease bearing date on or about the seventh day of *October 1721*, and made or mentioned to be made between *Matthew Moyle junior*, citizen and skinner of *London*, *Olivia Owen* widow, and *Peter Peck* of *Quett* in the county of *Cornwall*, gent. of the one part, and *Ralph Rich* of *Betton* aforesaid carpenter, of the other part, they the said *Matthew Moyle*, *Olivia Owen* and *Peter Peck*, for the consideration, and by virtue of the licence therein mentioned, did demise unto the said *Ralph Rich*, his executors, administrators and assigns, all that part or parcel of an old timber messuage or tenement situate in *Betton* aforesaid, adjoining on the north-side to the church-yard and to the parish-church of *Betton* aforesaid, and on the west-side to a then new built brick messuage then

The parcels.

Bargain, &c.¹
for a year mentioned.

General words.

Habendum

upon trusts after declared.

A lease for years recited,

of part of an house, &c.

or

and piece of
ground, &c.

An assignment
of the same re-
cited, to the in-
tended wife, and
her former
husband,

or then late in the occupation of *Simon Strut*, which said part or parcel contains in length from the said new built brick messuage eastward forty-two feet, and in breadth from north to south from the said church-yard to the back part of the said old messuage forty-one feet, little more or less; and also one other part or parcel of the said old messuage on the south-side thereof, and adjoining on the east-side of the said part or parcel above mentioned, and reaching as far as the passage into the church-yard, containing in length from the south-side of the said old messuage northwards seventeen feet, and in breadth from east to west seven feet, little more or less; and also one piece or parcel of ground adjoining to the backside or south-side of the said old timber messuage, containing in length from the jetting out of the new built brick messuage aforesaid sixty feet, little more or less, and in breadth from the south-side of the old timber messuage fifteen feet, little more or less; and also one other piece or parcel of ground, containing eleven feet in length from east to west, and eight feet in breadth, lying beyond and adjoining to the west and south ends of the said last mentioned piece or parcel of ground, for the making a vault or necessary-house, the extent and dimensions of all which said premises are described in a plan to the said indenture of lease annexed; and also the garret within the roof of the other part of the said old timber messuage on the east-side of the passage aforesaid, lying over part of *Mrs. Tall's* lodgings, containing from east to west forty feet, little more or less; and all ways and passages thereunto belonging or usually appertaining (except as therein is excepted) all which said thereby demised premises then or then lately were in the occupation of *Ursula Viner*, her under-tenants or assigns, as belonging to or parcel of the said great messuage or tenement; to hold unto the said *Ralph Rich*, his executors, administrators and assigns, from *Lady-day* then last past for the term of twenty-one years, under the yearly rent of 8 *l.* payable as therein is mentioned, and under such other covenants and agreements as are therein mentioned. And whereas by indenture of assignment bearing date on or about the twelfth day of *July* 1725. and made or mentioned, to be made between the said *Ralph Rich* of the one part, and the said *David Allen*, by the name of *David Allen*, gent. and the said *Anne* then his wife, of the other part, reciting as therein is recited, and for the considerations therein mentioned, the said *Ralph Rich* did bargain, sell, assign and set over unto the said *David Allen* and *Anne Allen*, their executors, administrators and assigns, all that part or parcel of the said old timber messuage or tenement, and the several pieces or parcels of ground and premises by the said recited indenture of lease demised, (except as aforesaid, and also except as in the said indenture of assignment is mentioned to be excepted) and all erections, buildings and improvements in and upon the said demised premises, or any part thereof, then erected, built or made, together with all and singular the rights,

members

members and appurtenances thereunto belonging or in any wise appertaining, or therewith used or enjoyed, or reputed as part thereof; and all the estate, interest, term of years, claim and demand whatsoever of him the said *Ralph Rich*, in and to the same and every part thereof; to hold unto the said *David Allen* and *Anne Allen*, and the survivor of them, and the executors administrators and assigns of such survivor, for and during the residue of the said term of twenty-one years then to come and unexpired, subject to the rent and covenants in the said recited indenture of lease reserved and contained on the tenant's part to be done and performed, and subject to the payment of 10 s. per ann. half-yearly to the reverend Mr. *Wall*, vicar of *Betton* aforesaid, for the privilege of a doorway into the church-yard, and the advantage of certain windows, lights or casements; as in and by the said recited indentures of lease and assignment, relation being thereunto respectively had, may more fully and at large appear. And whereas by virtue of the said recited indentures of lease and assignment, or of the last will and testament of her said late husband, or otherwise, she the said *Anne Allen* is now legally possessed of or intitled unto the said pieces or parcels of ground and premises above mentioned to be demised and assigned as aforesaid, for all the now residue of the said term of twenty-one years therein. And whereas by virtue of the same will, or otherwise, she the said *Anne Allen* is legally intitled to the principal sum of 2000 l. and interest, now due and owing upon bond dated the tenth day of *December* 1726. from Sir *Xerxes Xoll* of the city of *London*, knt. and bart. *Zaccheus Zouch* of the city of *London*, esq; and *Andrew Jenks* of the same city, sugar-baker, to the said *David Allen*, in the penal sum of 4000 l. conditioned to be void on payment of the principal sum of 2000 l. and interest in manner therein mentioned; and is also legally possessed of, or intitled unto other monies, goods, chattels and personal estate, and particularly to a striking-clock, a copper, three feather beds, quilts, blankets and sheets, and other linen, pewter, brass, and other household goods and furniture in the said messuage or tenement at *Fixley* aforesaid in the said county of *Gloucester*; and also to three feather beds, hangings, linen, quilts and bankets, and one silver tankard, one silver salver, two silver mugs, two silver salts, one silver cup and cover, six silver spoons, a silver tea-pot, six silver tea-spoons, six pewter dishes and two dozen of pewter plates, three brass porridge pots, six brass candlesticks and a warming-pan, several chairs and tables, two chests of drawers, one clock and case, one escrutore, several pictures, three stoves, tongs, &c. and other furniture in the house at *Betton* aforesaid wherein she now dwells, and also three gold rings and one diamond ring. Now this indenture further witnesseth, that in further pursuance of the said recited agreement, and in consideration of the said intended marriage, and also for and in consideration of the sum of 10 s. of like lawful money to the said

Anne

to hold to them
and the survivor,
&c.

and that the
wife is intitled;

and that, by his
will, she is in-
titled to money
due on bond,

and other money
and goods men-
tioned.

Precedents in Conveyancing.

She assigns the
leasehold,

bond,

and goods to
the trustees.

Habendum the
leasehold upon
trusts after, &c.

and the bond
and goods abso-
lutely,

(with power to
demand and sue
for the money)

but upon trusts,
&c.

The trusts of the
whole declared.

Anne Allen in hand paid by the said *Joseph Jenks* and *Kenrick Keate*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said *Anne Allen*, with the privy, consent and approbation of the said *Hugh Hall* testified as aforesaid, hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said *Joseph Jenks* and *Kenrick Keate*, their executors, administrators and assigns, the said piece or parcel, pieces or parcels of ground, erections, buildings, hereditaments, and all and singular other the premises in and by the said recited indentures of lease and assignment demised and assigned, or mentioned so to be as aforesaid, (except as before is mentioned to be excepted) with their and every of their appurtenances, and also the said above mentioned bond, and all the benefit thereof, and the said principal sum of 2000*l.* and interest, now due or to grow or become due on the same bond; and the said several goods, furniture, household stuff, plate, rings, and other things above particularly mentioned; and all other the monies, goods, chattels and personal estate whatsoever and wheresoever whereof she the said *Anne Allen* is now possessed, or whereunto she is any ways intitled; and all the estate, right, title, interest, term of years yet to come and unexpired, trust, property, claim and demand whatsoever of her the said *Anne Allen*, of, in, to or out of the said hereby assigned premises, every or any part or parcel thereof; to have and to hold the said piece or parcel, pieces or parcels of ground, erections, buildings, hereditaments and premises, by the said recited indentures demised and assigned as aforesaid, with the appurtenances, (except as aforesaid) unto the said *Joseph Jenks* and *Kenrick Keate*, their executors, administrators and assigns, for and during all the rest and residue which is yet to come and unexpired of the said term of twenty-one years therein, upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same; and to have, hold and enjoy the said bond and monies due thereon, goods, furniture, household stuff, plate, rings, and other things and personal estate whatsoever hereby, or intended to be hereby assigned as aforesaid, (except the said leasehold premises) unto the said *Joseph Jenks* and *Kenrick Keate*, their executors, administrators and assigns absolutely, together with full power, licence and authority to ask, demand, sue for, recover, get in and receive the said sum of 2000*l.* and all interest due and to grow due upon, or for the same, and every part thereof, and all other the said personal estate, (except as aforesaid) upon such trusts nevertheless, and to and for such intents and purposes, and subject to such agreements as are herein after mentioned, expressed and declared of and concerning the said last hereby assigned premises. And it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that as well the said freehold and leasehold messuage

messuage or tenement, pieces or parcels of ground, erections, buildings and hereditaments, as also the said bonds and monies due thereon, goods, furniture, household stuff, plate, rings, and other personal estate and premises hereby, or mentioned or intended to be hereby granted and assigned respectively unto the said *Joseph Jenks* and *Kenrick Keate*, their heirs, executors, administrators and assigns respectively as aforesaid, are and were so granted and assigned, upon such trusts, and to and for such intents and purposes, as are herein after mentioned, expressed and declared of and concerning the same respectively; that is to say, in trust for the said *Anne Allen*, her heirs, executors, administrators and assigns respectively, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then upon trust that they the said *Joseph Jenks* and *Kenrick Keate*, and the survivor of them, his heirs, executors, administrators and assigns respectively, shall and do permit and suffer the said *Hugh Hall* during the joint lives of him and the said *Anne Allen* his intended wife, to receive and take the clear yearly rents, issues, profits, interest and produce of all and singular the said freehold and leasehold messuages, pieces or parcels of ground, lands and hereditaments, and of the said monies and personal estate, and according to the several estates and interests therein, except the sum of 1000 *l.* part of the said principal sum of 2000 *l.* due on the said bond, which is to be called in and paid and applied in manner herein after mentioned, and except the said household goods, furniture, plate and rings, for and towards the charges of house-keeping and other necessary expences of his family (he the said *Hugh Hall* during such time paying the rents and performing the covenants in the said recited indenture of lease reserved and contained on the tenant or lessee's part, to be paid, done or performed in respect of the said leasehold premises); and from and after the decease of such of them the said *Hugh Hall* and *Anne Allen* his intended wife as shall first happen to die, then upon trust, that they the said *Joseph Jenks* and *Kenrick Keate*, and the survivor of them, his heirs, executors, administrators and assigns respectively, shall and do grant, convey, assign and dispose of all and singular the said messuage or tenement, pieces or parcels of ground, hereditaments, monies and personal estate (except the said sum of 1000 *l.* part of the said 2000 *l.* due on the aforesaid bond, and the said household goods, furniture, plate and rings) unto such person or persons, and for such uses and estates, (according to the said several estates then in being in the same premises, or any part thereof) and in such parts and proportions, and to and for such intents and purposes, and in such manner and form, with or without power of revocation, as she the said *Anne Allen* shall from time to time (notwithstanding her coverture, and whether she shall be sole or married) by any writing or writings under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and

After the marriage,

to permit the husband, during joint lives, &c. to take the profits (except half the money due on the bond, &c. of which after) towards house-keeping :

then the trustees to convey, assign, &c.

(except as before)

to nominees of the wife ;

for want of
such,

in trust for her,
her heirs, exe-
cutors, &c.

As to goods be-
fore excepted, to
suffer her to use
them, notwith-
standing cover-
ture, and to
give, &c.

without con-
troul of the
husband, nor
liable to his
debts.

If no disposition,
&c.

In trust for her,
her executors,
&c.

As to part of the
money due on
bond,

to pay the same
to the husband as
a portion;

yet if the sur-
vive, she is to
receive an in-
terest during life,
in lieu of all
demands, &c.

and testament, to be by her signed, sealed and published in the presence of three or more credible witnesses, direct, limit, give, dispose or appoint the same; and in default of any such direction, limitation, gift, disposition and appointment, or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine, and as to such part or parts of the same premises, whereof no such direction, limitation, gift, disposition or appointment shall be made, then in trust for the said *Anne Allen*, her heirs, executors, administrators and assigns respectively, to and for her and their own use and benefit, and to be by the said trustees, or the survivor of them, his heirs, executors, administrators or assigns respectively granted, assigned and disposed of accordingly. And as to, for and concerning the said household goods, furniture, plate and rings, from and immediately after the solemnization of the said intended marriage, upon trust that they the said *Joseph Jenks* and *Kenrick Keate*, and the survivor of them, his executors, administrators and assigns, shall and do permit and suffer the said *Anne Allen* from time to time, and at any time or times hereafter, notwithstanding her coverture, and whether she be sole or married, to have, use, wear and enjoy the same, or any of them, and to give away and dispose of the same, and every or any part thereof, at her own free-will and pleasure, by any writing or writings under her hand, it being the true intent and meaning of these presents, and of all the said parties hereto, that the said last mentioned premises, or any part thereof, shall not be under the power or controul of the said *Hugh Hall* her intended husband, or subject or liable to his debts or engagements, but only at the sole and separate dispose of her the said *Anne Allen*, notwithstanding her coverture: and in default of such gift and disposition, and as to such part or parts of the said last mentioned premises whereof no such gift or disposition shall be made, then in trust for her the said *Anne Allen*, her executors and administrators. And as to, for and concerning the sum of 1000 *l.* part of the said principal sum of 2000 *l.* due upon the aforesaid bond, upon trust that they the said *Joseph Jenks* and *Kenrick Keate*, and the survivor of them, his executors, administrators and assigns, shall and do, as soon as may be after the solemnization of the said intended marriage, call, get in and receive the same 1000 *l.* and forthwith after receipt thereof, shall and do pay and dispose of the same unto the said *Hugh Hall*, his executors, administrators or assigns, to and for his and their own use and benefit, as and for the portion of her the said *Anne Allen*; yet nevertheless, in case the said marriage take effect, and the said *Anne Allen* shall happen to survive the said *Hugh Hall* her intended husband, then the heirs, executors or administrators of the said *Hugh Hall* are to pay unto the said *Anne Allen* during her life the yearly sum of 50 *l.* in manner herein after mentioned, in lieu of the interest of the said 1000 *l.* which yearly sum of 50 *l.* is to be in full of all other her claims and demands out of, or in the real and personal estate of the said

Hugh

Hugh Hall, on any account whatsoever: now therefore he the said *Hugh Hall*, in consideration of the premises and of the said intended marriage, doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Joseph Jenks* and *Kenrick Keate*, their executors and administrators, that in case the said marriage shall take effect, and the said *Anne Allen* shall happen to survive the said *Hugh Hall*, then the heirs, executors or administrators of him the said *Hugh Hall* shall and will well and truly pay, or cause to be paid, unto the said *Anne Allen* during her life, one annuity, yearly rent or sum of 50 l. of lawful money of *Great Britain*, for and as the interest of the said sum of 1000 l. free of all taxes, at the four most usual feasts or days of payment in every year, (that is to say) the feasts of the annunciation of the blessed *Virgin Mary*, the nativity of *St. John* baptist, *St. Michael* the archangel, and the birth of our Lord *Christ*, by even and equal portions; the first payment thereof to begin and be made on such of the said feast-days as shall first and next happen after the decease of the said *Hugh Hall*. And it is hereby declared and agreed by and between the said parties to these presents, that the said annuity or yearly sum of 50 l. so to be paid to the said *Anne Allen* as aforesaid, is to be in lieu and full bar and satisfaction of all claims and demands whatsoever, which she can or may have or claim out of or in the real and personal estate of the said *Hugh Hall*, which he now is, or at any time hereafter during the said intended coverture, or at the time of his death shall be seized or possessed of, or any wife intitled unto, or any part thereof, either as her dower and thirds at the common law, or by virtue of the custom of the city of *London*, (whereof the said *Hugh Hall* is a freeman) or by virtue of the statute for distribution of intestates estates, or otherwise howsoever (save only the said annuity of 50 l. and what else the said *Hugh Hall* shall voluntarily give her by his last will and testament, or otherwise). And the said *Anne Allen* doth hereby consent and agree to accept of the said annuity or yearly sum of 50 l. accordingly. And it is hereby declared and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said *Joseph Jenks* and *Kenrick Keate*, or the survivor of them, his executors or administrators, from and after the solemnization of the said intended marriage, with the good-liking and approbation of the said *Hugh Hall* and *Anne Allen* his intended wife, during their joint lives, to call in the said monies, hereby, or intended to be hereby assigned as aforesaid, or any part thereof, and to lend and place out the same, or any part thereof (except the said sum of 1000 l. so to be called in, paid and disposed of as aforesaid) upon any publick or private security or securities at interest, or to invest the same, or any part thereof (except as aforesaid) in the purchase of stock in any of the publick companies or funds, subject to the trusts aforesaid; and so from time to time to call in such monies so lent or placed out on securities as aforesaid, or to sell and dispose of such stock so

The husband covenants for the payment of such annuity.

Agreement that the same is to be in bar of all demands out of real or personal estate, custom of *London*, &c.

She covenants to accept it.

Power to the trustees (with consent) to call in and place out the money (except *ut supra*) *toties quoties*.

They not
chargeable for
loss, &c. and
only for their
own defaults,
&c.

and may reim-
burse themselves
charges.

The husband
covenants not
to obstruct her
disposition, &c.
but to establish
the same, &c.
by any farther
deed.

to be purchased, or any part thereof, as often as they shall think fit, with such approbation as aforesaid, and subject to the trusts before mentioned. And it is hereby further declared and agreed by and between all the said parties to these presents, that the said *Joseph Jenks* and *Kenrick Keate*, their heirs, executors or administrators, shall not be charged or chargeable with, or accountable for any more monies than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the said monies and trust-estates, or any part thereof, so as the same happen without their wilful default, nor the one of them for the other of them, or for the acts, deeds or defaults the one of the other, but each of them only for his own acts, deeds and defaults. And further, that it shall and may be lawful to and for the said *Joseph Jenks* and *Kenrick Keate*, their heirs, executors, administrators and assigns respectively, and every of them, in the first place, by and out of the said trust-estate and premises to deduct and reimburse themselves, and every of them, all such loss, costs, charges, damages and expences, as they and every or any of them shall be put unto or sustain, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. And the said *Hugh Hall* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Joseph Jenks* and *Kenrick Keate*, their executors, administrators and assigns, that he the said *Hugh Hall* shall not nor will at any time hereafter hinder or obstruct the said *Anne Allen* his intended wife in making such disposition, direction, limitation, gift or appointment as aforesaid, but that he, his heirs, executors and administrators respectively, shall and will at any time or times hereafter, at the request of the said *Joseph Jenks* and *Kenrick Keate*, or the survivor of them, his heirs, executors or administrators, make, do and execute any further and other lawful and reasonable act, deed or thing, acts, deeds or things, as well for the better enabling her thereunto, as for the further and better granting, conveying, and assigning and assuring all and every or any of the said hereby, or intended to be hereby granted and assigned premises respectively, unto the said *Joseph Jenks* and *Kenrick Keate*, their heirs, executors, administrators and assigns respectively, upon the trusts, and for the purposes herein before mentioned, expressed and declared of and concerning the same respectively. In witness, &c.

A settlement before marriage, by which the husband, in pursuance of a power by a settlement of his father, limits a jointure (in part) out of the settled land, and charges portions for younger children. The wife being intitled to several provisions by wills, &c. Part of her portion is paid to the husband; part is to be applied to purchase part of the settled lands, for her life after the husband's death, as increase of jointure; the money to pay his father's debts and legacies in aid of the personal estate; part to her separate use. The husband covenants to procure decrees or acts of parliament for several purposes relating to this settlement. See the margin.

No. 15.

THIS indenture tripartite, made the fourteenth day of October in the eighth year of the reign of our sovereign Lord George, by the grace of God, of Great Britain, France and Ireland king, defender of the faith, &c. anno Domini 1721. between Sir Andrew Astry of Bruton in the county of Devon, bart. of the first part, Sir Dennis Dent of London, knt. Edmund Ent of Fotton in the county of Glamorgan, esq; Henry Dent of Font in the county of Kent, esq; executors of the last will and testament of Lucy Dent late of Fotton afore said widow, deceased, and Martin Dent of Fotton afore said, esq; of the second part, and Olympia Dent of Fotton afore said spinster, daughter of the said Lucy Dent, and sister of the said Henry and Martin Dent, of the third part. Whereas by indenture duly executed, bearing date the fourteenth day of September in the fifth year of the reign of our present sovereign Lord king George, and in the year of our Lord 1718. made or mentioned to be made between Sir Peter Astry late of Bruton afore said, bart. deceased, and the said Sir Andrew Astry, by the name of Andrew Astry, esq; son and heir apparent of the said Sir Peter Astry, of the one part, and Sir Robert Roll of Sim in the county of Devon, bart. and Thomas Treby of Vam in the said county of Devon, esq; of the other part, and by several common recoveries thereby agreed to be suffered, and since had and suffered accordingly, all that capital messuage, barton, scite and demesne lands of Bruton, and all the manors of Wos and Xandale, with their rights, members and appurtenances in the said county of Devon; and all that capital messuage and scite of the late dissolved priory of Teo; and also all that grange, barton and demesne lands; known and commonly called by the name of Yar House, situate, lying and being

The parties.

A deed

and common recoveries recited,

by which manors, lands, &c.

were settled,

with power to
the now grantor
to make a jointure,
not exceeding
a certain value;

and to charge,
not exceeding
a certain sum,
for portions for
younger children;

and maintenance
not exceeding the
interest.

The will of the
lady's mother
recited, intitling
her to a portion,
on marriage
with consent,
&c. and to other
money for
clothes, and to
other money to
be in the hands
of trustees, and
to jewels, &c.

being in the county of *Cornwall*; and also all other the manors, lordships, messuages, lands, tenements and hereditaments, with their and every of their rights, members and appurtenances, which were the manors, lordships, messuages, lands, tenements or hereditaments of Sir *Peter Asty*, bart. then deceased, uncle of the said Sir *Peter Asty* party to the said recited indenture, situate in the several places or parishes of *Bruton*, *Wos* and *Xandale* in the said county of *Devon*, or which are situate in the towns, parishes or places of *Yeo*, *Alton* and *Bidford* in the said county of *Cornwall*, were settled to and for the uses, ends, intents and purposes, and subject to the provisos, conditions and agreements therein after mentioned and declared of and concerning the same; in which said indenture is contained a proviso to the effect following, (that is to say) that it should and might be lawful to and for the said Sir *Andrew Asty* to settle and convey as and for a jointure for the life of any woman he should or might happen to marry, such part or so much of the aforesaid premises as he should think most fit and convenient, but so as that all the premises so to be settled in jointure should not exceed or amount in value to more than the annual or yearly sum of 800 *l.* and also another proviso to the effect following, (that is to say) that he the said Sir *Andrew Asty* should have full power and authority to limit and charge all or any the aforesaid premises, with the appurtenances, with any sum or sums of money, the whole not exceeding the sum of 10000 *l.* of lawful money of *Great Britain*, as and for the portion and portions of the daughter or daughters, younger son or sons of the said Sir *Andrew Asty*, to be paid at their several and respective ages of twenty-one years or days of marriage, which should first happen; and in the mean time and before such payment, with any sum or sums of money for the education and maintenance of such daughter or daughters, younger son or younger sons, not exceeding in the whole the interest of the said 10000 *l.* at the rate of 5 *l.* per cent. per ann. as in and by the said recited indenture, relation being thereunto had, more fully and at large it doth and may appear. And whereas by the last will and testament of the said *Lucy Dent*, or otherwise, the said *Olympia Dent* is intituled, or upon her marriage will be entitled to the sum of 20000 *l.* as and for her marriage portion, to be paid to her at her age of twenty-one years or day of marriage, which should first happen, provided she married with the consent and approbation of her two uncles the said Sir *Dennis Dent* and *Edward Ent*, or the survivor of them, if they or either of them should be then living; and to the further sum of 2000 *l.* for providing clothes and other necessaries for the said *Olympia Dent* upon her marriage, to be paid her upon that occasion, and also to the further sum of 4000 *l.* which said last mentioned sum the said *Lucy Dent* did by her said will order, direct and appoint, should immediately after her decease be paid to her two sons the said *Henry Dent* and *Martin Dent*, and should remain and continue in their hands during the life

life of the said *Olympia Dent*, upon the trusts, and to and for the intents and purposes in the said will of the said *Lucy Lant* mentioned, expressed and declared of and concerning the same, and also to the several diamonds, jewels, plate, furniture, goods and other things by the said will given, disposed of and bequeathed to her the said *Olympia Dent*. And whereas the said Sir *Peter Asty* deceased, by a codicil to his last will and testament, the said codicil bearing date on or about the thirteenth day of *November anno Domini 1718.* did (among other things therein contained) give and devise unto *Delia Deal, Edward Eldred, Fulk Fish, George Gee* and *Hector Hart* therein named, their executors, administrators and assigns, all his messuages, lands, hereditaments and premises, with the appurtenances, (not by his will otherwise given) situate, lying and being within the kingdom of *Great Britain*, of and in which he was seised of an estate of freehold or inheritance, for and during the full time and term of five hundred years from his decease to be computed, upon and under the trusts therein after by him declared or mentioned touching the same, (that is to say) in trust that his said trustees should out of the rents, issues and profits of the said lands, or by leasing, mortgaging, or absolute sale of the same, or of a competent part thereof during the said term, pay and reimburse themselves all costs and charges whatsoever that they or any or either of them should or might be put unto, or have occasion to expend or lay out in any wise howsoever, by reason or occasion of their being named as executors or trustees, in, by or of his said codicil; and upon this further trust, that they the said trustees should and might by all or any or either the ways aforesaid, levy and raise from time to time such sum and sums of money as should be necessary for the payment of all his just debts and legacies, as his personal and testamentary estate should fall short of answering, and also to reimburse, satisfy and pay unto *Jerom Jones* and *Kenrick Kelly* therein named, their heirs, executors and administrators, and every of them, all such debts, damages and costs as they, any or either of them, should be compelled to pay, or should sustain or be put unto, if any such happen, for or by reason or occasion of the said *Jerom Jones* and *Kenrick Kelly*, their having been sometime theretofore bound or becoming security to the society or company of *English* merchants trading to the *East-Indies* on account and behalf of his son *Luke*; and his will was, that when and as soon as all and every the trusts aforesaid should be fully executed and performed, that then and immediately from thenceforth the said term of five hundred years should cease and determine, or else be by the said trustees thereof then living assigned over, in trust to attend the freehold and inheritance of the said lands therein comprized for the benefit of all and every the person or persons therein named in remainder, when and as they should severally and respectively become intitled to the freehold and inheritance of the said lands in possession, by virtue of his said codicil, or of any limitation therein

A codicil of the husband's father recited, by which he devised lands for a long term,

upon trust to reimburse the charges of the trust,

and to raise money to pay his debts and legacies, in aid of his personal estate, and to indemnify two persons who had been sureties for one of his sons,

and then the term to cease, or be assigned to attend, &c.

Remainder to the grantor for life, *sans waste*, then to trustees to preserve, &c. then to first, &c. sons of the grantor in tail male, &c.

Recital that the sureties have released the indemnity.

Recital of the intended marriage, with consent,

and of an agreement that part of the wife's portion is to be paid to the husband, the rest to remain upon trusts after, &c.

The consideration, &c.

The husband grants, limits and appoints to the wife lands of a certain yearly value,

Habendum, after his decease, to her during life in part of her jointure.

contained; and after the determination of the said estate and term of five hundred years, then he gave the same to his said son the said Sir *Andrew Asty* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and afterwards to certain trustees therein named and their heirs, during the life of the said Sir *Andrew Asty*, to preserve the contingent remainders, and afterwards to the first and every other son and sons of the said Sir *Andrew Asty* in tail male, with divers other remainders over in the said codicil limited and expressed; as in and by the said codicil, relation being thereunto had, more fully and at large it doth and may appear. And whereas the said *Jerom Jones* and *Kenrick Kelly* have by deed poll bearing date the fourth day of this instant *October*, released the said trust so limited for their indemnity as aforesaid. And whereas there is a marriage by God's permission intended shortly to be had and solemnized between the said Sir *Andrew Asty* and the said *Olympia Dent*, with the consent and approbation of the said Sir *Dennis Dent* and *Edmund Ent*, testified by their being parties to, and their sealing and delivery of these presents. And whereas by agreement of all the said parties to these presents, the sum of 4000*l.* part of the said marriage portion of 20000*l.* belonging to the said *Olympia Dent* as aforesaid, is to be paid to the said Sir *Andrew Asty* upon or before the solemnization of the said intended marriage, and 16000*l.* residue thereof, is to remain in the hands of the said *Edmund Ent* and *Henry Dent*, and the survivor of them, and the executors and administrators of such survivor, upon the trusts and for the uses and purposes herein after mentioned of and concerning the same. Now this indenture witnesseth, that in consideration of the said intended marriage and marriage portion of 20000*l.* and for settling lands and tenements of the value of 800*l.* a year upon the said *Olympia Dent* in part of her jointure, and for divers other good and valuable causes and considerations him the said Sir *Andrew Asty* thereunto moving, he the said Sir *Andrew Asty*, in pursuance of the said recited power in that behalf, and by virtue thereof, and of all and every other power and powers to him the said Sir *Andrew Asty* given or reserved, or any ways enabling him thereunto, hath granted, limited, appointed settled and conveyed, and by these presents doth grant, limit, appoint, settle and convey, unto and upon the said *Olympia Dent*, such and so much and such part and parts of the said capital messuage, barton, scite and demesne lands of *Bruton* aforesaid, as now are, or at any time hereafter within the space of one year next ensuing the date hereof shall appear to be of the clear yearly value of 800*l.* to have and to hold the same from and immediately after the decease of the said Sir *Andrew Asty*, to and to the use of the said *Olympia Dent* and her assigns during her natural life in part of her jointure; and for the considerations aforesaid, and to the intent to ascertain and appoint the sum and sums for the portion and portions, maintenance and education of such daughter or daughters,

daughters, younger son or younger sons, as shall and may be had between him the said Sir *Andrew Asty* and the said *Olympia Dent*, he the said Sir *Andrew Asty*, in pursuance of the aforesaid power in that behalf, and by virtue thereof, and of all and every other power and powers any ways enabling him thereunto, hath charged, and by these presents doth charge all and every the aforesaid capital messuage, demesne lands, bartons, farms, manors, lands, tenements, hereditaments and premises in the said first recited indenture mentioned, (subject and without prejudice to the estate for life of the said *Olympia Dent* therein, or in such part or parts thereof as are or shall be so limited to her in jointure) with the full sum of 10000 *l.* of lawful money of *Great Britain*, as and for the portion and portions of such daughter or daughters, younger son or younger sons, equally to be divided between them (if more than one) and to be paid at his, her and their respective age or ages of twenty-one years or day or days of marriage, which shall first happen, and to survive in case any of them die before such age or marriage; and in the mean time from and after the decease of the said Sir *Andrew Asty*, and until the said portion or portions shall become payable respectively as aforesaid, he the said Sir *Andrew Asty* doth hereby charge all and singular the said last mentioned premises, if there shall be but one such daughter or younger son, with the yearly sum of 300 *l.* for the education and maintenance of such one daughter or one younger son; and in case there shall be two such daughters or younger sons, then with the yearly sum of 400 *l.* equally between them for their education and maintenance; and in case there shall be three or more such daughters or younger sons, then with the yearly sum of 500 *l.* equally between them for their education and maintenance, to be to them respectively paid from and after the decease of the said Sir *Andrew Asty* until the said respective portion and portions shall be payable as aforesaid (but without prejudice to the estate for life of the said *Olympia Dent* as aforesaid). And the said Sir *Andrew Asty* for himself, his heirs, executors and administrators, doth covenant, grant and agree to and with the said *Edmund Ent* and *Henry Dent*, their executors and administrators, in manner following, (that is to say) that he the said Sir *Andrew Asty*, or his heirs, shall and will within the space of one year next ensuing the date hereof, at his and their own proper costs and charges, procure an act of parliament, or a decree of the high court of chancery, for ascertaining the values and particulars of such part and parts of the said barton and demesne lands of *Bruton* aforesaid, limited to the said *Olympia Dent* for her life in part of her jointure as aforesaid, as will make up the same the full and clear value of 800 *l.* and for confirming and establishing the same to her, according to the purport, true intent and meaning of these presents. And further, that he the said Sir *Andrew Asty* hath at the time of enfealing and delivery of these presents good right, full power, and lawful and absolute authority to settle, limit and convey such part and parts of the premises as are of the value of 800 *l. per ann.* as aforesaid, unto

And for portions for younger children, he charges the lands, &c. (subject to the jointure) with a sum certain,

and for maintenance, different annual sums, according to their number.

He covenants to procure an act of parliament, or decree of chancery, to ascertain the values and particulars of the jointure-lands, and to establish the same;

and that he has power to settle,

and charge, &c.

And to make
further assuran-
ces.

The trust of the
residue of her
portion declared.

When the money
necessary to pay
the debts and
legacies shall be
ascertained, &c.

her the said *Olympia Dent*, during her natural life, in part of her jointure as aforesaid; and to limit and charge the sum and sums of money for the portion and portions and maintenance of such daughter and daughters, younger son and younger sons as aforesaid, in manner and form aforesaid; and that the before mentioned and recited powers in and by the said recited indenture of the fourteenth of *September 1718*. or any of them, have or hath not been any way revoked, released, extinguished, executed or defeated, but that the same and every of them are in full force and virtue, and so shall continue to be, until the performance and execution of these presents. And further, that he the said Sir *Andrew Asty*, his heirs and assigns, and all and every other person and persons lawfully claiming or to claim, by, from or under him, or any of his ancestors, shall and will from time to time, and at all times hereafter, at the request of them the said *Edmund Ent* and *Henry Dent*, their heirs, executors or administrators, but at the proper costs and charges of him the said Sir *Andrew Asty*, his heirs, executors or administrators, make, do, execute and suffer, or cause to be made, done, executed and suffered, all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances, conveyance and conveyances in the law whatsoever, for the further, better, more perfect and absolute assuring and conveying as well of such and so much, and such part and parts of the said capital messuage, barton, scite and demesne lands of *Bruton* as aforesaid, as amounts to the clear yearly value of 800 *l.* unto and upon the said *Olympia Dent*, in jointure as aforesaid, as subject to the payment of the aforesaid portion and portions, sum or sums of money, for education and maintenance as aforesaid, as by the counsel of the said *Edmund Ent* and *Henry Dent*, their heirs, executors or administrators, or any of them, shall in that behalf be reasonably devised, advised or required, so as the said Sir *Andrew Asty*, his heirs or assigns, be not compelled or compellable to go or travel above twenty miles from the house of his, her or their abode, for the doing or suffering thereof. And it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that the said sum of 16000 *l.* residue of the said marriage portion of the said *Olympia Dent*, is to remain in the hands of the said *Edmund Ent* and *Henry Dent*, and the survivor of them, and the executors and administrators of such survivor, upon the trusts, and to and for the intents, uses and purposes herein after mentioned of and concerning the same; (that is to say) that when and so soon as it shall be ascertained and made appear by act of parliament, or a decree of the said high court of chancery (to be for that purpose obtained at the costs and charges of the said Sir *Andrew Asty*, his heirs, executors or administrators) what sum and sums of money will be necessary for the payment of the just debts and legacies of the said Sir *Peter Asty* deceased, which are yet unpaid, and which

his

his personal and testamentary estate falls short of answering, then upon trust that they the said *Edmund Ent* and *Henry Dent*, or the survivor of them, or the executors or administrators of such survivor, shall and do lay out and invest so much and such part of the said sum of 16000 *l.* as will be sufficient to answer and pay all such debts and legacies of the said *Sir Peter Asty* deceased as shall then appear to be unpaid, in the purchase of an estate for the life of the said *Olympia Dent*, to commence from and after the decease of the said *Sir Andrew Asty*, if she him survive, of and in so much and such part and parts of the said messuages, lands, hereditaments and premisses, (in and by the said recited codicil given and devised to the said *Delia Deal*, *Edward Eldred*, *Fulk Fish*, *George Gee*, and *Heer Hart*, their executors, administrators and assigns, for the said term of five hundred years, for the purposes aforesaid) as the same will extend to purchase and shall and do immediately thereupon settle, convey and assure, or cause and procure the same (when purchased) to be settled, conveyed and assured, to or to the use of or in trust for the said *Olympia Dent*, for the term of ninety-nine years, if she shall so long live, to commence from and after the decease of the said *Sir Andrew Asty*, for and during her natural life, in case she survive him, for and as an increase and augmentation of her jointure. And upon this further trust, that they the said *Edmund Ent* and *Henry Dent*, and the survivor of them, and the executors and administrators of such survivor, shall and do in the mean time, and until such purchase and settlement shall be made as aforesaid, pay and dispose of the interest and produce of the said whole sum of 16000 *l.* and (after such purchase and settlement shall be made) then of the interest and produce of the residue of the same sum (over and above what shall be so laid out in such purchase as aforesaid) unto the said *Sir Andrew Asty* and his assigns, for and during the term of his natural life, to and for his and their own use and benefit; and from and after his decease, then shall and do pay and dispose of the same unto the said *Olympia Dent* his intended wife and her assigns, for and during the term of her natural life, to and for her and their own use and benefit; and from and after the several deceases of them the said *Sir Andrew Asty* and *Olympia* his intended wife, then upon trust that they the said *Edmund Ent* and *Henry Dent*, and the survivor of them, and the executors and administrators of such survivor, shall and do pay and dispose of all the residue and overplus of the said sum of 16000 *l.* and the produce thereof thenceforth to arise (over and above what shall be laid out and vested in such purchase as aforesaid) unto and amongst all and every, or such one or more of the children of the body of the said *Sir Andrew Asty* on the body of the said *Olympia* his intended wife to be begotten, at such time or times and in such parts and proportions, manner and form, and with and under such restrictions and limitations, as they the said *Sir Andrew Asty* and *Olympia* his intended wife shall at any time during their joint lives,

to invest so much of this portion in a purchase of an estate for the wife's life, to commence at the husband's death, of the lands devised, to be settled for a term, if she so long live, as increase of jointure.

The profits, till the purchase, to go to the husband during his life;

and after the purchase, the profits of the residue;

and after to the wife for life;

and then the overplus

among the children, as he and she shall appoint.

If no such appointment, as the survivor shall &c.

If no such appointment, among the children equally,

with benefit of survivorship, till age of twenty-one.

If none attain that age but one, then to such only child.

Profits of the overplus, after death of father and mother to be applied to maintenance, &c. as trustees think fit.

If no such child attain twenty-one, the residue to executors, &c. of survivor of husband and wife.

lives, by any writing or writings under both their hands and seals, attested by two or more credible witnesses, from time to time direct, limit or appoint; and in default of such direction, limitation and appointment, then as the survivor of them the said Sir *Andrew Asty* and *Olympia* his intended wife, by any writing or writings under his or her hand and seal, attested by two or more credible witnesses, or by his or her last will and testament in writing, to be by him or her signed, sealed and published in the presence of the like number of witnesses, shall from time to time direct, limit or appoint: and in default of all such direction, limitation and appointment, then unto and amongst all and every the child and children of the body of the said Sir *Andrew Asty* on the body of the said *Olympia* his intended wife to be begotten, to be equally divided amongst them (if more than one) share and share alike, and to be paid to him, her or them at his, her or their respective age or ages of twenty-one years, or day or days of marriage, which shall first happen. Provided always, that in case any of such children shall happen to die before he, she or they shall attain the age of twenty-one years or be married, then and in such case the share or shares of him, her or them so dying as aforesaid, shall go and remain unto or amongst the survivors or survivor, or other or others of them, share and share alike. Provided also, that in case all the said children but one shall happen to die before any of them shall attain the age of twenty-one years or be married, or in case there shall be but one such child, then the whole rest and residue of the said sum of 16000*l.* (over and above what shall be laid out and invested in such purchase as aforesaid) shall be, go and remain unto and for such only child, to be paid at his or her age of twenty-one years or day of marriage, which shall first happen. And it is hereby declared and agreed by and between all the said parties to these presents, that from and after the decease of the survivor of them the said Sir *Andrew Asty* and *Olympia* his intended wife, so much of the interest and produce of the said rest and residue of the said sum of 16000*l.* (over and above what shall be laid out in such purchase as aforesaid) as they the said *Edmund Ent* and *Henry Dent*, or the survivor of them, or the executors or administrators of such survivor shall think fit, shall from time to time be paid and applied for the maintenance and education of such child or children respectively as aforesaid. Provided always that in case there shall happen to be no such child or children of the body of the said Sir *Andrew Asty* on the body of the said *Olympia* his intended wife to be begotten, or being such, all of them shall happen to die before any of them attain the age of twenty-one years or be married, then upon this further trust, that they the said *Edmund Ent* and *Henry Dent*, or the survivor of them, or the executors or administrators of such survivor, shall and do pay and dispose of all such rest and residue of the said sum of 16000*l.* together with all the produce and increase thereof, unto the executors or administrators of the survivor

survivor of them the said Sir *Andrew Asty* and *Olympia* his intended wife, any thing herein contained to the contrary notwithstanding. And it is hereby declared and agreed by and between all the said parties to these presents, that the provision hereby made, or intended and agreed to be made for and for the benefit of the said *Olympia Dent*, is to be and is hereby declared to be in full of her jointure, and in lieu, bar and satisfaction of all such dower or thirds as she the said *Olympia* can or may have or claim, of, in, to or out of all and every or any of the lands, tenements or hereditaments, whereof or wherein the said Sir *Andrew Asty* now is, or at any time hereafter shall be seised, of any estate of inheritance. And it is hereby further declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Edmund Ent* and *Henry Dent*, and the survivor of them, and the executors and administrators of such survivor, with the consent and approbation of the said Sir *Dennis Dent* and Sir *Andrew Asty*, or the survivor of them, or the executors or administrators of such survivor, testified in writing under his or their hands, in the mean time and until such purchase shall be made as aforesaid, to lend and place out the said sum of 16000*l.* or any part thereof; and after such purchases shall be made, then to lend and place out the rest and residue of the same sum, or any part thereof, upon any publick or private security or securities at interest, or to invest the same or any part thereof in the purchase of stock in the bank of *England*, *East-India* company, *South-sea* company, or other publick stock or fund, or in any other manner whatsoever to lay out and improve the same, or any part thereof, subject to the trusts aforesaid, and with such approbation testified as aforesaid; and to call in such monies so lent or placed out on securities as aforesaid, or sell and dispose of such stock so to be purchased, or any part thereof, or to make any alteration of any disposition of the same, or any part thereof, from time to time, and as often as they shall think fit, with such approbation testified as aforesaid, and subject to the trusts before mentioned. And it is hereby further declared and agreed by and between all the said parties to these presents, that the said *Edmund Ent* and *Henry Dent*, their executors or administrators, or any of them, shall not be charged or chargeable with, or accountable for more monies than they respectively shall actually receive, or hath or shall come to their respective hands, by virtue of, or in pursuance of the trusts aforesaid, nor with or for any loss which shall happen of the said sum of 16000*l.* or any part thereof, so as the same happen without their wilful default, nor the one of them for the other of them, or for the acts, deeds, receipts or disbursements the one of the other, but each of them only for his own acts, deeds, receipts and disbursements. And also, that it shall and may be lawful to and for the said *Edmund Ent* and *Henry Dent*, and the survivor of them, and the executors and administrators of such survivor, in the first place, by and out of the

The provision for the wife to be in bar of dower.

Power to trustees (with consent, &c.) to place out the money

on securities,

toties quoties;

and not to be accountable for more than they receive,

nor for loss without wilful default,

nor one for the other.

They may reimburse themselves charges, &c.

premises

The husband covenants to procure an act or decree, to ascertain the money necessary to pay debts and legacies, &c.

the other money of the wife's, jewels, &c.

to be for her separate use, &c.

The husband not to intermeddle,

nor obstruct,

but to do acts to enable her to dispose, &c.

premises to deduct and reimburse themselves all such losses, costs, charges, damages and expences, as they or any of them shall be put unto or sustain, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. And the said Sir *Andrew Astry* doth hereby for himself, his heirs, executors and administrators, further covenant, promise, grant and agree to and with the said *Edmund Ent* and *Henry Dent*, their executors and administrators, in manner following, (that is to say) that he the said Sir *Andrew Astry*, his heirs, executors or administrators, shall and will within the space of one year next ensuing the date hereof, at his or their own proper costs and charges, procure an act of parliament, or a decree of the said high court of chancery, to ascertain what sum and sums of money will be necessary for the payment of the debts and legacies of the said Sir *Peter Astry* his late father deceased, which his personal and testamentary estate shall fall short of answering and paying, so as that it may thereby appear how much and what part of the said sum of 16000 *l.* will be sufficient to answer and pay the same debts and legacies, and how much of the said messuages, lands, hereditaments and premises comprized in the said term of five hundred years can or may be purchased with such monies for the purposes aforesaid. And further, that the said two several sums of 2000 *l.* and 4000 *l.* (over and above the said sum of 2000 *l.*) to which the said *Olympia Dent* is or shall be intitled by virtue of the said recited will of her said late mother, and the interest, proceed, benefit and advantage of the said 2000 *l.* and 4000 *l.* and also the several diamonds, jewels, plate, furniture, goods and other things in and by the same will given or bequeathed, or mentioned to be given or bequeathed to or for the benefit of, or in trust for her the said *Olympia Dent*, shall from henceforth notwithstanding the said intended marriage between her and the said Sir *Andrew Astry* her intended husband, be and remain to and for the sole and separate use, benefit, disposal, direction and appointment of her the said *Olympia Dent*, exclusive of the said Sir *Andrew Astry*, his executors or administrators, and wherewith he or they shall not intermeddle, or have any controuling power over. And also that he the said Sir *Andrew Astry*, his executors, administrators or assigns, shall not nor will at any time or times hereafter claim, demand or sue for the same, or any part thereof, or intermeddle therewith. And further, that he, his executors or administrators, shall not, nor will at any time or times hereafter obstruct or hinder the said *Olympia* his intended wife in making such disposition, direction or appointment of or concerning the said last mentioned premises, or any part thereof, either in her life-time or by her last will and testament, or otherwise howsoever, at her own free will and pleasure, and as she shall think fit, notwithstanding her coverture; but that he, his executors and administrators, shall and will at any time or times hereafter, at the request,

costs

costs and charges of the said *Edmund Ent* and *Henry Dent*, or the survivor of them, or the executors or administrators of such survivor, make, do and execute any further and other lawful and reasonable act, deed or thing, for the better enabling her thereunto. And moreover, that he the said *Sir Andrew Aspy* shall and will at any time after the solemnization of the said intended marriage, at the request of the said *Edmund Ent* and *Henry Dent*, or either of them, their or either of their executors or administrators, seal and execute in due form of law unto the executors of the last will and testament of *Martin Dent* late of *Fotton* afore said, merchant, deceased, (father of the said *Olympia Dent*) and unto the executors of the last will and testament of the said *Lucy Dent* her said late mother, and to the said trustees therein named, every or any of them, a good and sufficient release and discharge of all such right, title, interest, claim and demand whatsoever, as he and the said *Olympia Dent*, or either of them, have or hath, or can or may have, challenge or demand, of, in, to or out of all or any of the personal estate late of the said *Martin Dent* the father, (except what is expressly given, limited or appointed to her by the said will of the said *Lucy Dent*). And lastly, it is hereby declared and agreed by and between all and every the parties to these presents, that in case the said intended marriage between the said *Sir Andrew Aspy* and the said *Olympia* shall not be had and solemnized within the space of three kalendar months next ensuing the date hereof, that then and from thenceforth these presents and every article, clause and thing therein contained shall cease, determine, and be utterly void to all intents and purposes. In witness, &c.

He to release to the executors of her father and

mother, and trustees, &c.

If the marriage not had within a certain time, this deed to be void.

A settlement before the marriage of a widow to her second husband. A leasehold interest, a mortgage of copyholds, a mortgage in fee, South-sea stock, jewels, household goods, &c. are hereby disposed of; some to the husband, others to trustees for the wife's separate use and disposal. Powers, &c. as in the margin. No. 16.

THIS indenture tripartite, made the fourth day of *August* anno Domini 1727. and in the thirteenth year of the reign, &c. between dame *Agnes Alton* of *Bruton Park* in the county of *Bedford*, widow and relict of *Sir Charles Alton*, bart. deceased, of the first part, *Sir Edmund Eades* of *Elling* in the county of *Essex*, bart. and *Francis Fell* of *Fixley* in the same county, esq; of the second part, and *Guy Gale*, &c. of the third part. Whereas by indenture bearing date the twenty-ninth day of *April* which was in the year of our Lord 1722. *Helena Hane* of, &c. (since deceased) in pursuance of the proviso, and by virtue

The parties.

An indenture recited,

being a lease to
the deceased
husband of the
intended wife.

The parcels,

and his will, de-
vising the same
to her ;

and surrenders
(by way of
mortgage) of
copyholds ;

and that the
same are now
surrendered to
the use of
the intended
husband, for
securing the
mortgage-
money.

A mortgage in
fee, to the wife,
recited.

virtue of the powers, and for the considerations in the same indenture mentioned or referred to, did lease, set and to farm let, unto the said Sir *Charles Alton*, his executors, administrators and assigns, all that piece or parcel of ground, part of the manor of *Bruton* in the parish of *Ketton* in the said county of *Bedford*, situate and being on the east-side of *Bruton* park aforesaid, containing in front towards the west seventy feet of assise or thereabouts, and in depth from west to east two hundred feet or thereabouts ; and also all that messuage or tenement, coach-house, stables, and other back-houses or out-houses thereon erected or built, then in the tenure or occupation of the said Sir *Charles Alton*, and now of the said dame *Agnes Alton*, adjoining south on a tenement then in the tenure of Sir *Lewis Love*, and north on *Monk-street*, and all rooms, chambers, closets, cellars, follars, ways, passages, lights, easements, watercourses, profits, commodities and appurtenances whatsoever to the said messuage, ground and premises belonging or in any wise appertaining ; to hold the same unto the said Sir *Charles Alton*, his executors, administrators and assigns, from the feast of the annunciation of the blessed Virgin *Mary* last past before the date thereof for the term of twenty-five years, at and under the yearly rent of 24 *l.* payable quarterly as therein is mentioned. And whereas the said Sir *Charles Alton* did in and by his last will and testament (among other things) give or leave the said messuage and premises to to him leased as aforesaid unto the said dame *Agnes Alton* his then wife during the said lease, as by the said recited indenture and will, relation being thereunto respectively had, may more fully appear. And whereas *Jane Jug*, spinster, by several surrenders by her made, in consideration of the sum of 8000 *l.* to her paid by the said dame *Agnes Alton*, by way of mortgage, did convey to the use of the said dame *Agnes Alton* and her heirs divers copyhold lands, tenements and hereditaments of her the said *Jane Jug* in *Nanton* in the said county of *Bedford*, held of the manor of *Nanton* in the same county, under one or more provisoes or agreements in the said surrender or surrenders contained for making the same void on payment of the sum of 8000 *l.* principal money and interest for the same by the said *Jane Jug* unto the said dame *Agnes Alton*, at the days and times for that purpose mentioned and since past. And whereas the said *Jane Jug* having paid or secured to be paid all interest due upon the said mortgages by her made, and at the instance of the said dame *Agnes Alton* after a surrender of the said copyhold premises made, and release of all money upon the said mortgage and mortgages due, did surrender all and singular the copyhold premises to the use of the said *Guy Gale* and his heirs for securing the sum of 8000 *l.* and interest to grow due for the same. And whereas by indentures of lease and release bearing date respectively on or about the ninth and tenth days of *August* 1725. *Oliver Owen* and others in the same indentures named did convey and assure unto and to the use of the said dame *Agnes Alton* and

and her heirs, by way of mortgage, divers messuages, lands and hereditaments in *Pants* in the county of *Rutland*, under a proviso in the said indenture of release mentioned for redemption of the same premises on payment of the sum of 3000*l.* principal money and interest for the same unto the said dame *Agnes Alton*, at the days and times therein for that purpose mentioned; and the said last mentioned mortgaged premises are by several indorfments thereupon made, charged with the further principal sum of 1000*l.* and interest, upon which said last mentioned mortgage and security there is now due and owing the said original sum of 4000*l.* with an arrear of interest. And whereas by indentures of lease and release bearing date respectively on or about the thirteenth and fourteenth days of *June* which was in the year of our Lord 1726. *Robert Rich*, esq; did convey and assure to the said dame *Agnes Alton* by way of mortgage, during the lives of the said *Robert Rich*, and of *Samuel* and *Thomas Rich* his sons, the parsonage of *Vam* in the county of *Wilts*, under a proviso in the last mentioned indenture of release contained for redemption of the same premises on payment of the sum of 4000*l.* principal money and interest for the same, unto the said dame *Agnes Alton*, at the days and times therein for that purpose mentioned; upon which said last recited mortgage and security there is now due and owing the said principal sum of 4000*l.* with an arrear of interest; all which said several principal sums so due and owing as aforesaid amount in the whole to the sum of 13000*l.* over and above the interest in arrear as aforesaid. And whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Guy Gale* and the said dame *Agnes Alton*. And whereas in prospect and consideration of the said intended marriage it was agreed by and between the said *Guy Gale* and the said dame *Agnes Alton*, that the sum or value of 24000*l.* of lawful money of *Great Britain* (part of the estate and fortune of the said dame *Agnes Alton*) should be by her transferred and made over to the said *Guy Gale* for and as and in full of her marriage-portion, and that the said sum or value of 24000*l.* should be paid and made up by and with the said principal sum of 13000*l.* so due and owing upon the said several recited mortgages and securities as aforesaid, and by and with the sum of 10000*l.* part of the capital stock of the said dame *Agnes Alton* in the *South-sea* company; and that the residue of the estate and fortune of the said dame *Agnes Alton*, consisting of her said leasehold messuage and premises bequeathed to her as aforesaid, and of the capital stock in the said *South-sea* company, and of the several jewels, rings, plate, pictures, linen, household goods, furniture, and other things in the schedule hereto annexed mentioned, and of other household goods, furniture and personal estate, should be assigned and transferred to the said Sir *Edward Eades* and *Francis Fell*, upon the trusts, and subject to the proviso herein after mentioned concerning the same. And whereas the said dame *Agnes Alton*, in pursuance of the said

A mortgage of a parsonage to her for three lives recited.

The intended marriage recited, and a certain sum agreed to be the lady's portion.

The mortgages to be in part,

the residue to be *South-sea* stock.

The other estates, jewels, &c. to be vested in trustees.

recited

Recital that the copyholds and mortgages are surrendered, &c. to the husband's use,

and the South-sea stock transferred;

and that she has transferred another sum in South-sea stock to trustees.

The wife, with the husband's privity,

assigns to trustees

the leasehold interest.

General words,

and policies of assurance;

to hold

recited agreements, hath on or before the day of the date hereof caused the said copyhold premises to be surrendered to the use of the said *Guy Gale* as aforesaid, and assigned, transferred and made over unto the said *Guy Gale* the said two last recited mortgages and securities, and all principal monies and interest now due and owing upon the same, or either of them; and hath likewise on or before the day of the date hereof transferred unto him the said *Guy Gale* in the books of the *South-sea* company the said sum of 10000*l.* (part of her said *South-sea* stock) which said mortgages, monies and stock so transferred and set over respectively as aforesaid, are and were so transferred and made over in full payment and satisfaction of and for the said sum of or value of 24000*l.* marriage portion of her the said dame *Agnes Alton*, which he the said *Guy Gale* doth hereby own and acknowledge, he the said *Guy Gale* having paid to the said dame *Agnes Alton* the interest due on the said two last mentioned mortgages, and also the difference and surplus of the said 10000*l.* stock above par. And whereas the said dame *Agnes Alton*, in further pursuance of the said recited agreements, and with the privity and consent of the said *Guy Gale* (testified by his being a party to, and his sealing and delivery of these presents) hath likewise on or before the day of the date hereof transferred unto the said Sir *Edward Eades* and *Francis Fell* in the books of the said *South-sea* company the further sum of 8000*l.* *South-sea* stock: now this indenture witnesseth, that in further pursuance of the said recited agreements, and in consideration of the sum of 5*s.* of lawful money of *Great Britain*, to the said dame *Agnes Alton* in hand paid by the said Sir *Edward Eades* and *Francis Fell*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said dame *Agnes Alton*, with the like privity and consent of the said *Guy Gale*, testified as aforesaid, hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said Sir *Edward Eades* and *Francis Fell*, their executors, administrators and assigns, the said messuage or tenement, coach-house, stables, out-houses, piece or parcel of ground, and all and singular other the premises in and by the said first recited indenture leased, or mentioned or intended to be leased as aforesaid, with their and every of their appurtenances; and all the estate, right, title, interest, term of years yet to come and unexpired, trust, property, claim or demand whatsoever, both at law and in equity, of her the said dame *Agnes Alton*, of, in, to or out of the same messuage, ground and premises, or any of them, or any part thereof, by force or virtue of the said recited indenture of lease and last will of the said Sir *Charles Alton* or either of them, or otherwise howsoever, together with the policies of insurance upon the same premises in the office commonly called the amicable contributionship for insurance of houses from loss by fire, and all monies thereupon due or recoverable, and all the benefit thereof; to have and to hold the said messuage or tenement, coach-house, stables, out-houses,

houses, piece or parcel of ground, and all and singular other the premises herein before assigned, or mentioned or intended so to be, with their and every of their appurtenances, unto the said Sir *Edward Eades* and *Francis Fell*, their executors, administrators and assigns, from henceforth, for and during all the rest and residue yet to come and unexpired of the term and estate of the said dames *Agnes Alton* therein (subject to the rent and covenants in the said recited indenture of lease reserved and contained) upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same. And this indenture further witnesseth, that for the considerations aforesaid, and in further pursuance of the said recited agreements, she the said dame *Agnes Alton*, with the like privity and consent of the said *Guy Gale*, testified as aforesaid, hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said Sir *Edward Eades* and *Francis Fell*, their executors, administrators and assigns, all and every the said jewels, rings, plate, pictures, linen, household goods, furniture, and other things in the said schedule hereunto annexed mentioned, together with all other her household goods, furniture, and personal estate; to have, hold, receive, perceive, take and enjoy the same, and every part thereof, and all the produce, benefit and advantage thereof, unto the said Sir *Edward Eades* and *Francis Fell*, their executors, administrators and assigns, upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same. And it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that as well the said sum of 8000 l. *South-sea* stock, so transferred to the said Sir *Edward Eades* and *Francis Fell* in the books of the said *South-sea* company as aforesaid, as also the said leasehold messuage or tenement, ground and premises, and the said jewels, rings, plate, pictures, linen, household goods, furniture, and other things herein before assigned, or mentioned to be assigned to the said Sir *Edward Eades* and *Francis Fell*, their executors, administrators and assigns as aforesaid, are and were so respectively assigned to them, upon the trusts, and to and for the intents and purposes, and subject to the proviso hereinafter mentioned, expressed and declared of and concerning the same; that is to say, in trust for the said dame *Agnes Alton*, her executors, administrators and assigns, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then as to the said sum of 8000 l. *South-sea* stock, and the said leasehold messuage, ground and premises, upon trust that they the said Sir *Edward Eades* and *Francis Fell*, their executors, administrators and assigns, shall and do pay, apply and dispose of the clear yearly rents, issues, dividends and produce thereof, as the same shall from time to time arise and be received, unto such person or persons,

upon trusts, &c.

She also assigns the jewels, &c. in a schedule,

upon trusts.

Agreement as to the trust of the personal estate transferred and assigned,

In trust for her till the marriage.

Then the profits of the *South-sea* stock and leasehold to her appointees.

exclusive of her
husband,

to be at her se-
parate disposal.
Until appoint-
ment, to her
own hands.

The trustees to
transfer, &c.
the South-sea
stock,

as she shall
appoint.

If no appoint-
ment, for her,
her executors,
&c.

As to the
jewels, &c.

to permit her
to use them,

and dispose, as
if unmarried.

persons, and for such uses and purposes, and in such parts and proportions, manner and form, as she the said dame *Agnes Alton* shall from time to time, and at any time or times during her life, and notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand direct or appoint, to the intent that the same or any part thereof may not be at the disposal, or subject or liable to the controul or intermeddling of the said *Guy Gale* her intended husband, but only at her own sole and separate dispose: and in default, and until such direction and appointment, to the proper hands of her the said dame *Agnes Alton*, or otherwise shall permit and suffer her to receive and take the same to and for her own sole and separate use and benefit; whose receipt under her hand shall from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who shall so pay the same, for so much thereof for which such receipt shall be given. And upon this farther trust, that they the said *Sir Edward Eades* and *Francis Fell*, their executors, administrators and assigns, shall and do assign, transfer and dispose of the said sum of 8000 *l.* *South-sea* stock, or any part part thereof, and the said leasehold messuage, ground and premises, together with the said policies of insurance, unto such person or persons, and for such uses and purposes, and in such parts and proportions, manner and form, with or without power of revocation, as she the said dame *Agnes Alton* from time to time, notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand and seal attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, sealed and published in the presence of the like number of witnesses, shall direct, limit, give, dispose or appoint the same: and in default of such direction, limitation, gift, disposition and appointment, and as to such part or parts of the same premises whereof no such direction, limitation, gift, disposition or appointment shall be made, in trust for the said dame *Agnes Alton*, her executors and administrators. And as to the said jewels, rings, plate, pictures, linen, household goods, furniture, and other things last herein before assigned, from and immediately after the solemnization of the said intended marriage, upon trust that they the said *Sir Edward Eades* and *Francis Fell*, their executors, administrators and assigns, shall and do permit and suffer the said dame *Agnes Alton* from time to time, and at any time and times hereafter, notwithstanding her coverture, and whether she shall be sole or married, to have, use and enjoy the same, and every part thereof, to and for her own sole and separate use and benefit, and at her free will and pleasure to give away and dispose of the same as she shall think fit and direct or appoint by any writing or writings under her hand; it being the true intent and meaning of these presents, and of all the said parties hereunto, that the said

last

last mentioned premises, or any part thereof, shall not be under the power or controul of the said *Guy Gale*, or for his use or benefit, but only at the sole and separate dispose of her the said dame *Agnes Alton*, notwithstanding her coverture, as fully and effectually to all intents and purposes as if she were sole and unmarried; and in default of such gift or other disposition as is last herein before mentioned, and as to such part or parts of the said last mentioned premises whereof no such gift or disposition shall be made as aforesaid, then in trust for the said dame *Agnes Alton*, her executors and administrators. And it is hereby declared and agreed by and between all the said parties to the presents, that it shall and may be lawful to and for the said Sir *Edward Eades* and *Francis Fell*, or the survivor of them, his executors or administrators, with the consent and good-liking of the said dame *Agnes Alton*, to lend and place out the monies arising by sale or disposition of the said trust-estate and premises, or any part thereof, or otherwise arising from the same, upon any publick or private security or securities at interest, or to invest the same, or any part thereof, in the purchase of stock in any of the public companies or funds, subject to the trusts aforesaid, and with such approbation as aforesaid; and so from time to time to call in such monies so lent or placed out on securities as aforesaid, or to sell and dispose of such stock so to be purchased as aforesaid, or any part thereof, as often as they shall think fit, with such approbation as aforesaid. And it is hereby further declared and agreed by and between all the said parties to these presents, that the said Sir *Edward Eades* and *Francis Fell*, their executors or administrators, shall not be charged or chargeable with, or accountable for more monies than they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the said monies and trust-estate, or any part thereof, so as the same happen without their wilful default, nor the one of them for the other of them, or for the acts, deeds or defaults the one of the other, but each of them only for his own acts, deeds and defaults. And further, that it shall and may be lawful to and for the said Sir *Edward Eades* and *Francis Fell*, their executors, administrators and assigns, and every of them, in the first place by and out of the said trust-estate and premises to deduct and reimburse themselves, and every of them, all such loss, costs, charges, damages and expences, as they and every or any of them shall be put unto, or sustain for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that in case at any time or times hereafter before the feast of *St. Michael* the archangel which shall be in the year of our Lord 1728. the said *Guy Gale*, his executors or administrators, shall give notice in writing to the said Sir *Edward Eades* and *Francis Fell*, or either of them, or to

If no disposition,
to her, her
executors, &c.

The trustees,
with her appro-
bation,

may place out
the money, &c.
upon securities,

and so *toties*
quoties;

and not to be
accountable for
more than they
receive,

nor for loss
without wilful
default, nor one
for the other.

They may re-
imburse them-
selves
charges, &c.

Provido that if
the husband
(within a cer-
tain time) gives
notice

that he does not approve of the securities assigned to them.

The trustees are to pay him the value out of the trust-estate,

and he to re-assign, &c.

In trust for the wife's separate use, &c.

The husband agrees that he shall dispose of any future estate accruing to her, &c.

the survivor of them, his executors or administrators, that he the said *Guy Gale*, his executors or administrators, do not approve of or like the said mortgages or securities to him made, assigned or transferred as aforesaid, or any of them, then and in such case, and not otherwise, the said *Sir Edward Eades* and *Francis Fell*, or the survivor of them, his executors or administrators, shall by and out of the said trust-estate and premises above mentioned to be assigned and transferred to them upon the trusts aforesaid, (notwithstanding any the aforesaid trusts above declared concerning the same) in the first place levy and raise all and every such sum or sums of money as shall then be due upon the said mortgages or securities to the said *Guy Gale* assigned, made or transferred, and not liked or approved of as aforesaid, and pay the same to the said *Guy Gale*, his executors or administrators, he the said *Guy Gale*, his heirs, executors, administrators or assigns, transferring, surrendering or conveying all his and their right, estate and title in and to the said mortgaged premises and monies thereon due, discharged of all incumbrances by him and them done, unto the said *Sir Edward Eades* and *Francis Fell*, their heirs, executors, administrators and assigns, in trust for the benefit of the said dame *Agnes Alton*, exclusive of the said *Guy Gale*, and subject to her sole power, disposition and appointment as aforesaid, or to such other person or persons, and to such other intents and purposes as the said dame *Agnes Alton*, notwithstanding her coverture, shall direct and appoint, any thing herein contained to the contrary thereof in any wise notwithstanding. And lastly, the said *Guy Gale* doth hereby covenant, declare and agree, that the said dame *Agnes Alton* his intended wife shall, notwithstanding her coverture, have the full and free disposal of such further estate as shall at any time or times hereafter come, descend or accrue to her, or to which she shall be intitled during the coverture between the said *Guy Gale* and dame *Agnes Alton* his intended wife; and that he the said *Guy Gale* shall and will at any time during the said coverture, at the request, cost and charges of the said trustees, or the survivor of them, his executors or administrators, do any reasonable act or thing for the better enabling her the said dame *Agnes Alton* thereunto. In witness, &c.

A settlement before marriage of pin-money, or an annuity to the wife for her separate use: the father covenants to pay it, and transfer stock and annuities to secure it; the husband having paid him a consideration. The father, with approbation, &c. may settle lands in lieu, &c. If no issue, the husband is to pay back part of the portion. A covenant for the wife's enjoying and disposing of jewels. This void, if marriage not had within a certain time. No. 17.

THIS indenture tripartite, made the twenty-first day of November anno Domini 1717. and in the fourteenth year of the reign, &c. between *Abel Ash* of *St. Bridget* in the county of *Chester*, esq; of the first part, *Daniel Diggs* of *Eastham* in the county of *Flint*, esq; and *Gertrude Diggs*, spinster, youngest daughter of the said *Daniel Diggs*, of the second part, and *Henry Hurt* of *Irrell* in the said county of *Chester*, esq; and *Kenelm Kennor* of *Lynd* in the county of *Monmouth*, esq; of the third part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said *Abel Ash* and the said *Gertrude Diggs*. And whereas in consideration of the said intended marriage, and of the love and affection which the said *Abel Ash* hath and beareth to the said *Gertrude* his intended wife, and of the portion or fortune which the said *Daniel Diggs* doth advance and give with his said daughter on her said intended marriage, he the said *Abel Ash* hath contracted and agreed with the said *Daniel Diggs* for the purchase of the annuity or yearly sum of 150*l.* of lawful money of *Great Britain* (herein covenanted and agreed to be paid by the said *Daniel Diggs*) for the natural life of the said *Gertrude Diggs*, for the sum or price of 1500*l.* of like money, which said annuity is to be paid and secured to or for the benefit of the said *Gertrude Diggs*, and for her sole and separate use, and at her own disposal, notwithstanding her coverture, in manner herein after mentioned. Now this indenture witnesseth, that in pursuance of the said recited agreement, and for and in consideration of the sum of 1500*l.* of lawful money of *Great Britain* to the said *Daniel Diggs* in hand well and truly paid by the said *Abel Ash*, at or before the enfealing and delivery of these presents, the receipt whereof the said *Daniel Diggs* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Abel Ash*, his heirs, executors and administrators, and every of them forever by these presents, he the said *Daniel Diggs* doth hereby for himself, his heirs, executors and administrators, covenant, promise,

The parties.

The intended marriage recited,

and an agreement by the husband with the wife's father, to buy of him an annuity for her pin-money.

The consideration.

The covenant by her father to pay, &c.

mise, grant and agree, to and with the said *Henry Hurt* and *Kenelm Kennor*, their executors, administrators and assigns, that he the said *Daniel Diggs*, his heirs, executors and administrators, shall and will for and during the natural life of the said *Gertrude Diggs* his daughter, well and truly pay, or cause to be paid by four equal quarterly payments on the four most usual feasts or days of payment in the year; that is to say, the feasts of the birth of our Lord Christ, the annunciation of the blessed Virgin *Mary*, the nativity of St. *John* the baptist, and St. *Michael* the archangel, by even and equal portions, one annuity or yearly sum of 150*l.* of lawful money of *Great Britain*, clear of all taxes and deductions whatsoever, unto the proper hands of her the said *Gertrude Diggs*, or to such person or persons, and for such uses and purposes, as she the said *Gertrude Diggs* by any note or writing under her hand from time to time, notwithstanding her coverture, and whether she shall be sole or married, shall order, direct or appoint, to and for her own sole and separate use and benefit, and at her own disposal, exclusive of the said *Abel Ash* her intended husband; the first payment thereof to begin and be made on the feast-day of the birth of our Lord Christ next ensuing the date hereof. And it is hereby declared and agreed by all the said parties to these presents, that the receipt of the said *Gertrude Diggs* alone under her hand shall from time to time, notwithstanding her coverture, and whether she shall be sole or married, be a sufficient discharge to the person or persons who shall so pay the said annuity or yearly sum of 150*l.* for so much thereof, for which such receipt shall be given. And whereas the said *Daniel Diggs* for the better securing the payment of the said annuity, yearly rent or sum of 150*l.* to or for the said *Gertrude Diggs* for her life, for her sole and separate benefit in manner aforesaid, hath on or before the day of the date hereof transferred unto the said *Henry Hurt* and *Kenelm Kennor* 4000*l.* nominal capital bank-stock in the joint stock or fund of the governor and company of the bank of *England*, as by the books of the said governor and company may appear. Now this indenture further witnesseth, and it is hereby declared and agreed by and between all the said parties to these presents, and it is the true intent and meaning of them and of these presents, that the said 4000*l.* stock so transferred to the said *Henry Hurt* and *Kenelm Kennor* as aforesaid, is and was so transferred to them upon the trusts, and to and for the intents and purposes, and under and subject to the provisos and agreements hereinafter mentioned, expressed and declared of and concerning the same; that is to say, upon trust and confidence that they the said *Henry Hurt* and *Kenelm Kennor*, and the survivor of them, his executors, administrators and assigns, shall and do permit and suffer, and fully authorize and empower the said *Daniel Diggs*, his executors and administrators, to receive and take the yearly dividends, interest and produce of the said 4000*l.* stock, as the same shall from time to time arise and become due

her receipt to
be sufficient.

Recital that
he has trans-
ferred bank-
stock to secure
the payment.

The trust of
the stock de-
clared,

the father to
receive the
dividends

due to and for his own and their own use and benefit, in the mean time and until default shall happen to be made of or in payment of the said annuity or yearly sum of 150*l.* or any part thereof, by the space of twenty-eight days next over or after any of the said feasts or days of payment whereon the same ought to be paid as aforesaid: and upon this further trust and confidence, and to the intent and purpose, that in case the said annuity or yearly sum of 150*l.* or any part thereof, shall be behind or unpaid to her the said *Gertrude Diggs*, or her order, by the space of twenty-eight days next over or after any of the said feasts or days of payment whereon the same is herein before covenanted and agreed to be paid as aforesaid, then and so often they the said *Henry Hurt* and *Kenelm Kennor*, or the survivor of them, his executors, administrators or assigns, shall and do by and out of the yearly dividends, interest and produce of the said 4000*l.* stock, or by sale of any or a competent part of the same stock, or by such other ways or means as they the said trustees, or the survivor of them, his executors, administrators or assigns shall think fit, raise and levy such sum and sums of money as shall from time to time be sufficient to answer, pay and satisfy the said annuity or yearly sum of 150*l.* or so much thereof as shall from time to time so happen to be in arrear and unpaid, together with all costs, charges and expences occasioned by the non-payment thereof in manner aforesaid, and shall and do thereupon pay, apply and dispose of the same monies accordingly. Provided always nevertheless, and it is hereby further declared and agreed by and between all the said parties to the presents, that from and after the decease of the said *Gertrude Diggs*, and payment of all arrears which shall be then due of the said annuity or yearly sum of 150*l.* (if any such shall then be) together with all costs, charges and expences attending the execution of the trusts aforesaid, then and immediately thereupon, or so soon after as conveniently may be, they the said trustees, or the survivor of them, his executors, administrators or assigns, shall and will, at the request, cost and charges of the said *Daniel Diggs*, his executors or administrators, re-transfer and make over the said 4000*l.* stock, and such other stocks, funds or securities for monies, (as shall then be the fund or funds, or security or securities for the aforesaid annuity) or so much thereof as shall then remain undisposed of for the purposes aforesaid, and all dividends and interest then due upon or payable for the same, or any part thereof, unto the said *Daniel Diggs*, his executors and administrators, or as he or they shall direct or appoint, to and for his and their own use and benefit, any thing herein contained to the contrary notwithstanding. And for the consideration, ends and purposes aforesaid, the said *Daniel Diggs* doth hereby for himself, his heirs, executors and administrators, further covenant, promise, grant and agree, to and with the said *Henry Hurt* and *Kenelm Kennor*, their executors, administrators and assigns, in manner following; that is to say, that he the

until default in payment,

and then the trustees to raise the annuity

After her death,

the trustees to re-transfer.

The father covenants to pay all calls, &c.

and to make
good deficiencies,
&c.

Provido if any
part of the stock
be paid off,

he trustees may
pay out the mo-
ney.

said *Daniel Diggs*, his executors or administrators, shall and will from time to time at his or their own charge, answer and pay all calls which during the continuance of the trust aforesaid, shall by the governor and company of the bank of *England* be made for, upon or on account of the said 4000 *l.* stock so transferred as aforesaid, or any part thereof. And further, that if at any time hereafter during the natural life of the said *Gertrude Diggs* the said 4000 *l.* stock, or so much thereof as shall then remain undisposed of for the purposes aforesaid, shall not in the judgment of them the said *Henry Hurt* and *Kenelm Kennor*, or the survivor of them, his executors or administrators, be a sufficient fund for securing the payment of the said annuity, yearly rent or sum of 150 *l.* to the said *Gertrude Diggs* for her natural life, in manner aforesaid, then and in such case he the said *Daniel Diggs*, his heirs, executors or administrators, shall and will at his and their own proper costs and charges, immediately upon the request of the said trustees, or the survivor of them, his executors, administrators or assigns, or of the said *Gertrude Diggs*, transfer and make over, or cause and procure to be transferred and made over unto the same trustees, or the survivor of them, his executors, administrators and assigns, upon the trusts, and for the intents and purposes aforesaid, so much more bank-stock, or so much *South-sea* stock or *East-India* stock, or *South-sea* annuities, or such sum or sums of principal money secured upon some government or other good security or securities at interest, as they the said trustees, or the survivor of them, his executors, administrators or assigns, or the said *Gertrude Diggs*, shall from time to time think sufficient to be added to the aforesaid 4000 *l.* stock (or so much thereof as shall then remain undisposed of) thereby the better to secure the payment of the said annuity or yearly sum of 150 *l.* to her the said *Gertrude Diggs* for her life, in manner aforesaid. Provided always nevertheless, and it is declared and agreed by and between all the said parties to these presents, that in case the said 4000 *l.* stock, or any part thereof, or such other stocks, funds or monies upon security or securities at interest, as are herein before covenanted to be transferred upon the trusts, and for the intents and purposes aforesaid, or any of them, or any part thereof, shall at any time hereafter during the natural life of the said *Gertrude Diggs*, be redeemed or paid off, or otherwise come to the hands of the said trustees, or the survivor of them, his executors, administrators or assigns, or shall otherwise be sold or disposed of, and converted into monies, (which it shall and may be lawful to and for the same trustees to do with the consent and approbation of the said *Daniel Diggs*, and *Abel Ash* and *Gertrude* his intended wife, or the survivors or survivor of them, testified in writing under their, his or her hands or hand) then and in such case, and so often, it shall and may be lawful to and for them the said trustees, and the survivor of them, his executors, administrators and assigns, from time to time, during the natural life of the said *Gertrude Diggs*, to lend and place out the monies coming

coming to their or either of their hands by any of the ways or means aforesaid, or any part thereof (with such consent and approbation as aforesaid) upon any publick or private security or securities at interest, or to invest the same or any part thereof in the purchase of stock in any of the publick companies or funds, or of any government securities, upon the trusts, and subject to the provisos and agreements herein contained, any thing in these presents contained to the contrary notwithstanding. Provided also, and it is hereby further declared and agreed by and between all the said parties to these presents, that in case at any time hereafter during the natural life of the said *Gertrude Diggs* the said *Daniel Diggs*, his heirs, executors or administrators, shall and do at his and their own cost and charges, and to and with the good-liking and approbation of the said *Abel Ash* and *Gertrude* his intended wife, *Henry Hurt* and *Kenelm Kennor*, or the survivors or survivor of them, well and sufficiently secure the payment of the said annuity, yearly rent or sum of 150*l.* unto her the said *Gertrude Diggs*, for and during the term of her natural life, for her own sole and separate use and benefit, in manner aforesaid, by and out of freehold manors, messuages, lands, tenements or hereditaments, of sufficient value for that purpose, then and immediately thereupon, or so soon after as conveniently may be (all arrears of the said annuity, if any such there be, and the said trustees costs and charges which they may have then been at in the execution of the aforesaid trusts being first paid and satisfied) they the said trustees, or the survivor of them, his executors, administrators or assigns, shall and will at the request, costs and charges of the said *Daniel Diggs*, his executors or administrators, re-transfer and make over the said 4000*l.* stock, and such other stocks, funds or securities for monies as shall then be the fund or funds, or securities for the aforesaid annuity, or so much thereof as shall then remain undisposed of for the purposes aforesaid, and all dividends and interest then due upon or payable for the same or any part thereof, unto him the said *Daniel Diggs*, his executors and administrators, as he or they shall direct or appoint, to and for his and their own use and benefit, any thing herein before contained to the contrary notwithstanding. And it is hereby further declared and agreed by and between all the said parties to these presents, that the said trustees, or either of them, their or either of their executors, administrators or assigns, shall not be charged or chargeable with, or accountable for any more monies than they respectively shall actually receive or shall come to their respective hands by virtue of the trusts aforesaid, nor with nor for the loss of such monies, or any part thereof, so as the same happen without their wilful default, nor the one of them for the other of them, or for the acts, deeds, receipts or disbursements the one of the other, but each of them only for his own acts, deeds and disbursements. And also, that it shall and may be lawful to and for each of them the said trustees, his executors and administrators,

Proviso, if the father secures the payment of the annuity, &c.

out of lands, &c.

the trustees to re-transfer,

trustees to be chargeable for their own receipts, only,

not for losses,

nor for each other.

They may deduct their charges.

in

Recital that
the wife's por-
tion consists of
South-sea stock
and South-sea
annuities,
which with
South-sea
stock of the
husband are
transferred, &c.

to sell, and lay
out the money
in a purchase,

to be settled,

as by another
deed of this
date.

The husband
covenants, if
no issue, &c.

in the first place, by and out of the said trust-premises to deduct and reimburse him and themselves all such loss, costs, charges and expences, as he, they, or any of them shall sustain, expend or be put unto, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. And whereas the portion or fortune which the said *Daniel Diggs* doth advance and give with the said *Gertrude* his daughter upon her said intended marriage doth consist of 2000 *l.* capital stock in the *South-sea* company, and 14000 *l.* *South-sea* annuities, both which are on or before the day of the date hereof (together with 18000 *l.* capital stock in the same company, belonging to, and part of the personal estate of the said *Abel Ash*) transferred in the respective books of the said *South-sea* company unto the said *Daniel Diggs*, *Henry Hurt* and *Abel Ash*, and *Kenelm Kennor*, as by the books of the same company may appear. And whereas the said 2000 *l.* and 18000 *l.* *South-sea* stock, and 14000 *l.* *South-sea* annuities, are and were so transferred to the said *Daniel Diggs*, *Henry Hurt*, *Abel Ash* and *Kenelm Kennor* as aforesaid, (among other trusts) upon trust (as soon after the solemnization of the said intended marriage as a convenient purchase or purchases can be found) to sell and dispose of the same *South-sea* stock and annuities, and to lay out and invest the monies arising thereby in a purchase or purchases of freehold messuages, lands, tenements or hereditaments of inheritance in fee-simple in possession, to be settled, conveyed and assured to, for and upon such uses, trusts, intents and purposes, and under and subject to such powers, provisoes, limitations and agreements, as in and by one indenture quadrupartite bearing even date herewith, and made or mentioned to be made between the said *Abel Ash* of the first part, the said *Henry Hurt* and *Kenelm Kennor* of the second part, *Sir Nicholas Kennor* of *Opden* in the said county of *Monmouth*, bart. and *Peter Pinnar* of *Quum* in the said county of *Flint*, esq; of the third part, and the said *Daniel Diggs*, and *Gertrude Diggs* his daughter, of the fourth part, are mentioned, declared, directed and agreed upon of and concerning the same respectively, as by the said indenture quadrupartite, relation being thereunto had, may (among other things) more fully and at large appear: now this indenture further witnesseth, and the said *Abel Ash* in consideration of the said intended marriage, and of the said marriage-portion, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Daniel Diggs*, his executors, administrators and assigns, that in case the said *Gertrude Diggs* shall happen to die without issue of her body by the said *Abel Ash* her intended husband living at the time of her decease, or leaving such issue, and that all such issue shall afterwards happen to die before any of them attain the age of ten years, then and in such case the heirs, executors or administrators of the said *Abel Ash* shall and will within the space of one kalendar month next after the decease of the said *Abel Ash*, and

failure

failure of issue as aforesaid, well and truly pay, or cause to be paid, unto the said *Daniel Diggs*, his executors, administrators or assigns, the sum of 6000 *l.* of lawful money of *Great Britain*, to and for his and their own use and benefit. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that in case the said last mentioned *South-sea* stock and annuities, or a sufficient part thereof, shall be or remain in the hands of the said *Daniel Diggs*, *Henry Hurt* and *Kenelm Kennor*, or any of them, their or any of their executors or administrators, and not be invested in such purchase or purchases as aforesaid when the said sum of 6000 *l.* shall become due and payable, then and in such case the said sum of 6000 *l.* shall and may be raised and retained by the said last mentioned trustees, or the survivors or survivor of them, his executors or administrators, by and out of the same *South-sea* stock and annuities, or the monies raised by sale thereof as aforesaid, or a competent part thereof, and be thereupon paid unto him the said *Daniel Diggs*, his executors, administrators or assigns, to and for his and their own use and benefit, in satisfaction and discharge of the said covenant and agreement herein before contained on the part of the said *Abel Ash* for payment of the said 6000 *l.* on the contingency aforesaid; any thing herein or in the said indenture quadrupartite contained to the contrary notwithstanding. And whereas in consideration of the said intended marriage and marriage portion it hath been agreed by and between the said *Abel Ash* and *Daniel Diggs* that the said *Gertrude Diggs* notwithstanding her said intended coverture should have, retain, wear and enjoy, to and for her own sole and separate use during her natural life, and at her free will and pleasure by her last will and testament in writing, or any writing purporting her last will and testament, to be attested by two or more credible witnesses, give away and dispose of at her decease, to all or any one or more of her child or children by the said *Abel Ash*, and if no such child or children shall be then living, then to any other person or persons whomsoever, all and every or any of such jewels and ornaments of her person as she now is possessed of and intitled unto, or as at any time or times hereafter during her said intended coverture she shall be possessed of or intitled unto by the gift of the said *Abel Ash*, or any other of her friends or relations: now this indenture further witnesseth, and in pursuance of the said last recited agreement, and for the considerations aforesaid, the said *Abel Ash* doth hereby for himself, his heirs, executors and administrators, further covenant, grant and agree, to and with the said *Daniel Diggs* and *Henry Hurt*, their executors and administrators, that in case the said intended marriage shall take effect, he the said *Abel Ash*, his heirs, executors and administrators, shall and will permit and suffer the said *Gertrude* his intended wife from time to time, and at all times during her natural life, notwithstanding her coverture, and whether she shall be sole or married, to have, retain, wear and enjoy, to and for her own sole and

to repay a sum of money to the father,

which may be retained out of the stocks, if then in being.

Recital of an agreement that the wife may wear and dispose of her jewels to any child, &c.

The covenant for that purpose.

This deed to be void, if the marriage not solemnized within a certain time;

and monies and stocks to be repaid and retransferred.

and separate use, and at her free will and pleasure by her last will and testament in writing, or any writing purporting her last will and testament, to be attested by two or more credible witnesses, to give away and dispose of at her decease to all or any one or more of her child or children by the said *Abel Ash*; and if no such child or children shall be then living, then to any other person or persons whomsoever, all and every or any of such jewels and ornaments of her person as she now is possessed of or intitled unto, or as at any time or times hereafter during her said intended coverture she shall be possessed of or intitled unto by the gift of the said *Abel Ash*, or any of her friends or relations. Provided lastly, and it is hereby further declared and agreed by and between all the said parties to these presents, that in case the said intended marriage shall not take effect, and be had and solemnized within the space of three kalendar months next ensuing the date hereof, then these presents, and the covenant and agreement herein before contained on the part of the said *Daniel Diggs* for payment of the said annuity, yearly rent or sum of 150 *l.* to the said *Gertrude Diggs* for her natural life, in manner aforesaid, and all and every the trusts, and other the covenants and agreements herein before contained, shall cease, determine, and be utterly void: and then also the said *Daniel Diggs*, his heirs, executors or administrators, shall pay the said sum of 1500 *l.* paid by the said *Abel Ash* as aforesaid unto him the said *Abel Ash*, his executors or administrators: and then also the said 18000 *l.* capital *South-sea* stock, part of the personal estate of the said *Abel Ash*, and herein before and in the said indenture quadrupartite mentioned to be transferred to the said *Daniel Diggs*, *Henry Hurt*, *Abel Ash* and *Kenelm Kennor* as aforesaid, shall be thereupon re-transferred and made over unto him the said *Abel Ash*, his executors and administrators, to and for his and their own use and benefit, and as his and their own proper goods and chattels: and then also the said 2000 *l.* capital *South-sea* stock, and 14000 *l.* *South-sea* annuities, herein before and in the said indenture quadrupartite mentioned to be transferred to the said *Daniel Diggs*, *Henry Hurt*, *Abel Ash* and *Kenelm Kennor*, as the marriage portion of the said *Gertrude Diggs*, and the said 4000 *l.* nominal capital bank-stock herein before mentioned to be transferred to the said *Henry Hurt* and *Kenelm Kennor*, upon the trusts herein before declared concerning the same, shall be thereupon re-transferred and made over unto him the said *Daniel Diggs*, his executors and administrators, to and for his and their own use and benefit, and as his and their own proper goods and chattels; any thing herein or in the said indenture quadrupartite contained to the contrary notwithstanding. In witness, &c.

A short settlement before marriage, by lease and re-lease (this being the release) of lands, by the wife's father, to the use of husband and wife, their heirs and assigns.

THIS indenture, made the twenty-second day of *May* anno Domini 1730. and in the third year of the reign of our sovereign Lord George the second, &c. between Adam Allen of &c. in the county of *Bedford*, confectioner, and Celia Allen spinster, the only daughter of the said Adam Allen, of the one part, and David Dun of, &c. aforesaid, esq; of the other part. Whereas a marriage is intended by the permission of God to be shortly had and solemnized between the said David Dun and the said Celia Allen: now this indenture witnesseth, that in prospect and consideration of the said intended marriage, and for conveying, settling and assuring the messuages, tenements and hereditaments herein after mentioned to be hereby granted and released in manner herein after mentioned, and for and in consideration of the sum of 10s. of lawful money of *Great Britain*, to the said Adam Allen in hand paid by the said David Dun, at or before the enfeoffing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Adam Allen hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said David Dun, his heirs and assigns, all that messuage or tenement, with the garden, stable, coach-house, back-house, ground, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, or therewith used and enjoyed, or reputed as part thereof, situate and being in the parish of *St. Felix* in *Arton* aforesaid in the said county of *Bedford*, and now or late in the possession or occupation of *Gregory Gill*, surgeon, his assigns, lessees or undertenants; and all that other messuage or tenement, with the melting-house or office, cistern, chambers, granaries, kiln, mills, stables, edifices and buildings, yards, gardens, orchards, ways, passages, back-sides, water, watercourses, easements, commodities, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, or therewith used or enjoyed, or reputed as part thereof, also situate and being in the said parish of *St. Felix* in *Arton* aforesaid, and now or late in the possession or occupation of *Hector Hill*, his assigns, lessees or undertenants, which said two messuages or tenements were formerly one messuage or tenement, and were late or sometime in the several possessions or occupations of *James Jones*, gent. *Kenrick Kerby*, maltster, and *Luke Love*, some or one of them, their or some or one of their assigns, lessees or under tenants; and all that other messuage or tenement commonly called or known by the name or sign of the *Eagle*,
with

The parties.

The intended marriage recited.
The consideration.

The wife's father grants, &c.

The parcels.

Bargain, &c.
for a year recited.

General words.

Habendum

to the husband in
fee, to the use,

after the marriage,
of the husband and wife
and their heirs,
&c.

with all the houses, out-houses, stables, edifices, buildings, yards, gardens, orchards, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, or therewith used and enjoyed, or reputed as part thereof, also situate and being in the said parish of *St. Felix* in *Arton* aforesaid, and now or late in the occupation of *Noah North*, his assigns, lessees or undertenants, and late or sometime in the possession or occupation of *Oliver Oldys*, his assigns or undertenants, all which said messuages or tenements, hereditaments and premises, do abut upon the street in *Arton* aforesaid, called *Princes-street* towards the south, and upon the ditches called *St. Felix's Bank* towards the north, and were sometime since purchased by the said *Adam Allen*, to him and his heirs, of and from *Ruth Rice*, spinster, by indentures of lease and release, dated on or about the eleventh and twelfth days of *September* 1717. together with two other tenements or cottages, with the appurtenances, then in the tenures of *Saul Strut* and *Tabitha Tam*, widow, their assignee or assigns, and which have since been sold and conveyed away by the said *Adam Allen*; and also all other the messuages or tenements and hereditaments of the said *Adam Allen* purchased of the said *Ruth Rice*, and not by him sold and conveyed away as aforesaid; all which said messuages or tenements, hereditaments and premises hereby, or mentioned or intended to be hereby granted or released, are now in the actual possession of the said *David Dun*, by virtue of a bargain and sale to him thereof made by the said *Adam Allen* for the term of one whole year, in consideration of 10 s. to him paid by the said *David Dun*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of him the said *Adam Allen*, of, in, to or out of the said messuages or tenements, hereditaments and premises hereby, or mentioned to be hereby granted and released, every or any part thereof; and also all deeds, evidences and writings touching the same premises, to be hereby granted and released; to have and to hold the said messuages or tenements, hereditaments, and all and singular other the premises hereby mentioned, or intended to be hereby granted and released, with their and every of their appurtenances, unto the said *David Dun*, his heirs and assigns, to such uses, intents and purposes, as are herein after mentioned; that is to say, to the use and behoof of the said *Adam Allen* and his heirs, until the solemnization of the said intended marriage; and from and after the solemnization thereof, then to the use and behoof of the said *David Dun* and the said *Celia* his intended wife, their heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And the said *Adam Allen* doth

doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said *David Dun*, his heirs and assigns, in manner and form following; that is to say, that the said messuages or tenements, hereditaments and premises hereby, or mentioned or intended to be hereby granted and released, with the appurtenances, shall or lawfully may from time to time, and at all times hereafter, remain, continue and be, to and for the several uses, intents and purposes aforesaid, and shall and may be accordingly peaceably, and quietly had, held and enjoyed, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Adam Allen*, his heirs or assigns, or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest, of, in, to or out of the same premises, or any part thereof, from, by or under, or in trust for him or them; and that free and clear and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Adam Allen*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered, by the said *Adam Allen*, his heirs or assigns, or by any other person or persons lawfully claiming or to claim, from by or under, or in trust for him or them, or his or their act, means, assent, consent or procurement. And moreover, that he the said *Adam Allen* and his heirs, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, either in law or in equity, of, in to or out of the aforesaid messuages or tenements, hereditaments and premises hereby, or mentioned to be hereby granted and released, or any part thereof, from, by or under, or in trust for him and them, shall and will from time to time, and at any time or times hereafter, at the request, costs and charges of the said *David Dun*, his heirs or assigns, make, do or execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting and conveying of the same messuages or tenements, hereditaments and premises, with their appurtenances, to such uses, intents and purposes as are herein before mentioned, expressed and declared of and concerning the same, as by the said *David Dun*, his heirs or assigns, or his or their counsel learned in the law shall be reasonably advised, or devised and required: so as such further assurances contain in them no further or other warranty or covenants than against the person or persons, his or their heirs who shall make or do the same; and so as the party or parties who shall be requested to make such further assurances, be not compelled

The grantor covenants for quiet enjoyment,

free from incumbrances

And for further assurances.

pelled or compellable for making or doing thereof, to go or travel above five miles from his or their then respective dwellings or places of abode. In witness, &c.

No. 19.

One part of a settlement before marriage, the husband having settled other lands by another deed, the wife who is de iſe in tail (with the heir at law, to ſave the charge of proving the will) releaſes, &c. the deviſed meſſuages, in order to a recovery to the uſe of the husband in fee, as part of her portion.

The parties.

A will recited, whereby meſſuages were deviſed to the firſt party in tail, &c.

The conſideration, a ſettle-
ment of this
date by the huſ-
band, &c.

THIS indenture quadrupartite, made the twenty-ſiſt day of *April 1727*. and in the fourteenth year of the reign, &c. between *Anne Amton* of *London*, ſpinſter, daughter of *Charles Amton* late citizen and ironmonger of *London* deceased, and deviſee in tail named in his laſt will and teſtament of the meſſuages or tenements, ground and hereditaments herein after mentioned to be hereby granted and releaſed, and *David Amton* of *London*, ironmonger, brother of the ſaid *Anne Amton*, and eldeſt ſon and heir of the ſaid *Charles Amton*, of the firſt part, *Ezra Ent* the elder of *London*, eſq; of the ſecond part, *Felix Fox* the elder, citizen and ironmonger of *London*, of the third part, and *George Fox*, alſo citizen and ironmonger of *London*, of the fourth part. Whereas the ſaid *Charles Amton* did in and by his laſt will and teſtament in writing, by him duly made and publiſhed, bearing date the twentieth day of *February 1716*. (among other things) give and deviſe the meſſuages or tenements, ground and hereditaments herein after mentioned to be hereby granted and releaſed, by the names and deſcriptions of all his land, toſt and ground in or near *Hart-ſtreet* in the pariſh of *St. Catherineſ* in *London*, for which he received 50*l.* a year as a ground-rent, with the two meſſuages or tenements thereupon erected and built, with their appurtenances, unto his loving daughter the ſaid *Anne Amton* and the heirs of her body lawfully to be begotten, with remainder to his ſon *Lewis Amton* and the heirs of his body lawfully to be begotten, with remainder to his ſon the ſaid *David Amton*, his heirs and aſſigns for ever. And whereas a marriage is intended by the permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Felix Fox* and the ſaid *Anne Amton*: now this indenture witneſſeth, that in conſideration of the ſaid intended marriage, and of the proviſion which the ſaid *Felix Fox* hath covenanted and agreed to make for the ſaid *Anne Amton* and the children and iſſue of the ſaid intended marriage, in and by one indenture tripartite bearing even date herewith, and made between the ſaid *Felix Fox* of the firſt part, the ſaid *Ezra Ent* of the ſecond part, and the ſaid *Anne Amton* of the third part; and

or preventing the trouble, charges and expences in proving the said recited will in chancery to perpetuate the evidence and testimony of the witnesses thereto, and for docking and barring the said recited estates-tail, and all other estates-tail, and all reversions or remainders thereupon, or upon any of them, expectant or depending, of and in the said messuages or tenements, ground and hereditaments herein after mentioned to be hereby granted and released, and for settling and limiting the same messuages and premisses to the uses and in manner herein after mentioned, to the intent that in case the said intended marriage shall take effect, the said messuages, ground, hereditaments and premisses, shall and may absolutely be, go and remain, to or in trust for the said *Felix Fox* and his heirs, in part of the marriage portion of the said *Anne Amton*. And that the said *Felix Fox* may be enabled to sell and convert the said premisses into monies, or otherwise dispose thereof as he shall think fit, and in consideration of the sum of 10*s.* of lawful money of *Great Britain*, to the said *Anne Amton* and *David Amton* in hand paid by the said *Ezra Ent*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *David Amton*, at the request, and by the direction and appointment of the said *Anne Amton*, testified by her being a party to and her sealing and delivery of these presents; and also the said *Anne Amton* have, and each of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release and confirm unto the said *Ezra Ent*, his heirs and assigns, all that piece or parcel of ground lying and being in or near *Hart-street* in the said parish of *St. Katherine's, London*, whereupon or upon part thereof before the late dreadful fire which happened in *London* in the year of our Lord 1666, stood a corner messuage or tenement, then or then late called or known by the name of the *Bull*, and then or then late in the tenures, possessions or occupations of *Noah Nash* and *Owen Ash*, or one of them, their or one of their assigns, lessees or undertenants, which said piece or parcel of ground containeth on the north-side, being the front in *Hart-street* aforesaid, thirty feet and six inches, more or less; and on the east-side, being the front down *Hart-street* aforesaid, thirty-one feet and four inches, more or less; on the west-side thirty-four feet and eleven inches, more or less; and on the south-side eighty-nine feet nine inches, more or less, as the same was heretofore measured and set out in a ground-plat by *Peter Paffe*, surveyor for the city of *London*; and also all those two messuages or tenements upon the same piece or parcel of ground, or some part thereof, now erected, built, standing or being, together with all cellars, sollars, shops, rooms, warehouses, buildings, yards, backslides, ways, passages, waters, watercourses, lights, easements, privileges, profits, commodities, advantages, hereditaments and appurtenances whatsoever to the said messuages or tenements, ground, hereditaments and premisses belonging or appertaining,

and to save charge of proving the will in chancery, and to bar the intail, &c.

and that the wife's lands may be in part of the marriage portion.

The grant and release by the wife, and the heir at law.

The parcels.

General words.

Reference to
the bargain, &c.
for a year.

General words.

Habendum to
the trustee in
fee,

to make him
tenant to the
præcipe.

The manner
agreed on.

pertaining, or therewith or with any part thereof used, occupied, possessed or enjoyed, which said piece of ground, messuages or tenements, hereditaments and premises, were by indenture dated the fifteenth day of July 1707 leased by the said *Charles Amton* unto *Ralph Roll*, *Samuel Roll*, *Thomas Times*, *Winifred* his wife, and *Xantippe Roll*, their executors, administrators and assigns, from the expiration of a former lease therein recited, and which expired about 1700, for the term of forty-one years, at and under the yearly rent of 50*l.* payable quarterly, as therein is mentioned; and also all other the messuages and tenements, buildings, ground and hereditaments of her the said *Anne Amton*, or whereof or wherein she or any person or persons in trust for her is or are seised of any estate of freehold or inheritance in possession, reversion, remainder or expectancy, situate, standing or being in or near the said parish of *St. Katherine's*, with their and every of their appurtenances; all which said messuages or tenements, buildings, ground, hereditaments and premises, are now in the actual possession of the said *Ezra Ent*, by virtue of a bargain and sale to him thereof made by the said *David Amton* and *Anne Amton* for the term of one whole year, in consideration of 10*s.* to them paid by the said *Ezra Ent*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said *David Amton* and *Anne Amton*, and of each or either of them, of, in, to or out of the said messuages, tenements, ground, hereditaments and premises, or any part or parcel thereof; to have and to hold the said messuages or tenements, ground, hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said *Ezra Ent*, his heirs and assigns, to the intent and purpose that he the said *Ezra Ent* may by virtue of these presents be and become perfect tenant of the freehold of the said messuages or tenements, ground, hereditaments and premises, to the end that one or more good and perfect common recovery or recoveries may be thereof had and suffered in such manner as is herein after mentioned. For which purpose it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *George Fox*, at the costs and charges of the said *Felix Fox*, on this side and before the end of *Easter* term next ensuing the date hereof, to sue forth and prosecute out of his majesty's high court of chancery one or more writ or writs of entry *sur disseisin en le pos*, returnable and to be returned before his majesty's justices of the court of common pleas at *Westminster*, thereby demanding, by apt and convenient names, and other descriptions, the said messuages or tenements, ground, hereditaments and premises, against the

the said *Ezra Ent*; to which said writ or writs of entry the said *Ezra Ent* shall appear *gratis* in his proper person, and vouch over to warranty the said *Anne Anton*, who shall also appear *gratis* in her proper person, and enter into the warranty and vouch over to warranty the common vouchee of the same court, who shall also appear, and after imparlance shall make default, so as judgment shall and may be thereupon had and given for the said *George Fox*, to recover the said messuages or tenements, ground, hereditaments and premises, against the said *Ezra Ent*, and for him the said *Ezra Ent* to recover in value against the said common vouchee, and that execution shall and may be thereupon had and awarded accordingly, and all and every other act and thing done and executed, needful and requisite for the suffering and perfecting of such common recovery or recoveries, with vouchers as aforesaid. And it is hereby declared and agreed by and between all the said parties to these presents, that immediately from and after the suffering and perfecting such common recovery or recoveries as aforesaid, as well these presents, and the assurance hereby made, as also the said common recovery or recoveries so as aforesaid, or in any other manner, or at any other time or times to be suffered, and all and every other common recovery and recoveries, fines, conveyances and assurances in the law whatsoever, heretofore had, made, levied, suffered or executed of the said messuages or tenements, ground, hereditaments and premises, or any part thereof, by or between the said parties to these presents or any of them, or whereunto they or any of them are or shall be parties or privies, shall be and enure, and shall be judged, deemed, construed and taken, and so are and were meant and intended to be and enure, and the recoveror or recoverors in the said recovery or recoveries named or to be named, and his and their heirs, shall stand and be seised of the said messuages or tenements, ground, hereditaments and premises, and of every of them, and of every part thereof, to the uses, and upon the trust herein after mentioned, expressed and declared of and concerning the same; that is to say, to the use and behoof of the said *Anne Anton* and her heirs, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then to the use and behoof of the said *Felix Fox* and *George Fox*, and of their heirs and assigns for ever, in trust as to the estate of the said *George Fox*, to and for the only benefit of the said *Felix Fox*, and of his heirs and assigns for ever, for and as and in part of the marriage portion of the said *Anne* his intended wife as aforesaid, and to, for or upon no other use, trust, intent or purpose whatsoever. In witness, &c.

The use declared.

After the marriage to the husband and another, in trust only for the husband in fee.

No. 20.

A settlement before marriage of freeholds, leaseholds and copyholds by the husband's father. Power to trustees, with consent, to sell, and re-invest the money in a purchase. A covenant by the father to pay a sum to the husband. The wife, who is a daughter of a freeman of London, and has children by a former husband, gives part of her fortune to her intended husband for a portion, and settles the residue, part to her children, part to be in her own power. Variety of other matters, as in the margin.

The parties.

The intended marriage recited, and that the lady is possessed of a considerable personal estate.

And that the husband and his father and she have agreed that part of it should be paid to the husband,

(after his death to go as after mentioned)

and the residue, and her jewels, &c.

THIS indenture tripartite, made the fourth day of January anno Domini 1731. and in the fifth year of the reign, &c. between *Andrew Ash* of the city of *Bristol*, esq; and *Charles Ash* of the same city, merchant, eldest son and heir apparent of the said *Andrew Ash*, of the first part, *Daniel Dunch* and *Ezra Ellis*, both of *London*, *Blackwell-hall* factors, and executors of the last will and testament of *Francis Fry* late of the city of *London*, mercer, deceased, of the second part, and *Gertrude Fry* of *Hayn* in the county of *Kent*, widow and relict of the said *Francis Fry*, of the third part. Whereas a marriage is intended by the grace of God shortly to be had and solemnized between the said *Charles Ash* and the said *Gertrude Fry*. And whereas the said *Gertrude Fry* is at present possessed of or intitled unto a considerable personal estate to the amount or value of 8000 *l.* or thereabouts, over and besides the jewels and plate in the schedule hereunto annexed mentioned. And whereas in prospect and consideration of the said intended marriage it hath been agreed upon by and between the said *Andrew Ash*, *Charles Ash* and *Gertrude Fry*, in manner following, that is to say, that the sum of 4000 *l.* (part of the said present estate and fortune of the said *Gertrude Fry*) should upon or before the solemnization of the said intended marriage be paid into the hands of the said *Charles Ash*, to be by him employed and improved in trade, or otherwise as he shall think fit, during his natural life, and that from and after his decease the same 4000 *l.* should be, go and remain, and be applied and disposed of to such person or persons, and for such uses and purposes, and in such manner, as are herein after in that behalf covenanted and agreed upon; and that all the rest and residue of the said present estate and fortune of her the said *Gertrude Fry*, together with her said jewels and plate, and also such further personal estate as shall or may at any time or times after the solemnization of the said intended marriage come or accrue to her the said *Gertrude Fry*, or to the said *Charles Ash* her intended husband in her right, by or from

from Mr. *Luke Lant* her father, should (notwithstanding the said intended marriage) be and remain to and for the sole and separate use, and at the sole and separate dispose of her the said *Gertrude Ash*, in manner herein after in that behalf mentioned and agreed upon. And that the said *Andrew Ash* should settle, surrender and assign the freehold, copyhold and leasehold messuages, lands and hereditaments by him herein after conveyed, assigned, and covenanted to be surrendered respectively, to, for and upon the uses, trusts and purposes herein after expressed and declared of and concerning the same respectively; and should also pay unto the said *Charles Ash* the sum of 2000*l.* on or before, or within the space of three kalendar months after the solemnization of the said intended marriage. And that the said *Charles Ash* should at the time of his decease give or leave unto her the said *Gertrude Fry*, in case she should him survive, one full third part of his personal estate (over and above the aforesaid sum of 4000*l.*) to and for her own use and benefit; and also one full third part of all other his real estate (over and above what is hereby settled and covenanted to be surrendered and hereby assigned respectively) for the term of her natural life: now this indenture witnesseth, that in consideration of the said intended marriage, and in pursuance of the said recited agreements, and for and in consideration of the sum of 4000*l.* of lawful money of *Great Britain* (part of the said present estate and fortune of the said *Gertrude Fry*) to the said *Charles Ash* in hand paid by her the said *Gertrude Fry*, at or before the sealing and delivery of these presents, the receipt and payment of which said sum of 4000*l.* he the said *Charles Ash* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Gertrude Fry*, her executors and administrators, and every of them for ever by these presents; and for settling, conveying and assuring the messuages, buildings, lands and hereditaments herein after granted, released and assigned, and covenanted to be surrendered respectively, with their appurtenances, to, for and upon such uses, trusts, intents and purposes, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same respectively; and for and in consideration of the sum of 10*s.* of lawful money of *Great Britain*, to the said *Andrew Ash* and *Charles Ash* in hand paid by the said *Daniel Dunch* and *Ezra Ellis*, at or before the execution of these presents, the receipt whereof is hereby acknowledged, they the said *Andrew Ash* and *Charles Ash* have, and each of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release and confirm unto the said *Darby Dunch* and *Ezra Ellis*, their heirs and assigns, all those several messuages, tenements or dwelling-houses, with the buildings, yards, ground and hereditaments thereunto belonging or appertaining, or therewith used or enjoyed, situate and being in the parish of *St. Mary* in the said city of *Bristol*, and now or late in the several tenures, possessions or occupations of

to be for her separate use.

And that his father should settle, &c. freehold, copyhold and leasehold, upon trusts, &c. after, and pay the husband a sum within a time limited.

And that the husband should leave the wife him surviving) a third of his personal estate, besides the part before mentioned, and a third of his real estate, for life.

The consideration.

The grant, release, &c.

The parcels.

General words.

bargain, &c. for
a year mention-
ed.

General words.

Habendum, &c.

in trust as after,
viz.To the father
for life;then to the son
(the husband)
for life;then to the
trustees, to pre-
serve, &c.

Noah North, Oliver Osborn and Philip Penn, or some of them, their or some of their assigns, lessees or under-tenants, which said messuages and premises the said *Andrew Ash* purchased to him and his heirs of and from the said *Philip Penn* and *Richard Penn* gent. or one of them, by indentures of lease and release bearing date respectively the seventh and eighth days of *May* 1730. and also all those messuages or tenements, with the buildings, yards, ground and hereditaments thereunto belonging or appertaining, or therewith used or enjoyed, situate and being in the [here follow more parcels] and also all houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, lands, grounds, ways, waters, water-courses, paths, passages, lights, easements, liberties, privileges, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said several messuages or tenements, ground, hereditaments and premises, or any of them, or any part or parcel thereof belonging or in any wise appertaining, or therewith or with any part thereof used or enjoyed (all which said messuages, buildings, lands, grounds, hereditaments and premises, are now in the actual possession of the said *Daniel Dunch* and *Ezra Ellis*, by virtue of a bargain and sale to them thereof made by the said *Andrew Ash* and *Charles Ash* for the term of one whole year, in consideration of 5 s. to them paid by the said *Daniel Dunch* and *Ezra Ellis*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided); and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said *Andrew Ash* and *Charles Ash*, and of each or either of them, of, in, to or out of the said messuages, buildings, lands, grounds, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said messuages, buildings, lands, grounds, hereditaments, and all and singular other the premises herein before granted and released, or mentioned so to be, with their appurtenances, to and for such uses and purposes, upon such trusts, and under and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, to the use and behoof of the said *Andrew Ash* and his heirs, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then to the use of the said *Andrew Ash* and his assigns, for and during the term of his natural life; and from and after his decease, then to the use and behoof of the said *Charles Ash* and his assigns, for and during the term of his natural life; and from and after the determination of that estate, then to the use of the said *Daniel Dunch* and *Ezra Ellis*, and their heirs, during the life of the said *Charles Ash*, upon trust to support and preserve the contingent uses and estates herein after limited

limited from being defeated or destroyed, and for that purpose to make entries or bring actions, as the case shall require; yet nevertheless to permit and suffer the said *Charles Ash* and his assigns during his life to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then to the use and behoof of the said *Gertrude Fry* his intended wife and her assigns, for and during the term of her natural life; and from and after the several deceases of them the said *Andrew Ash*, and *Charles Ash* and *Gertrude* his intended wife, and the decease of the survivor of them, then to the use and behoof of all and every, or such one or more of the child or children of the said *Charles Ash* on the body of the said *Gertrude* his intended wife to be begotten, and for such estate and estates, and in such parts, shares and proportions, manner and form, with or without power of revocation, as they the said *Charles Ash* and *Gertrude* his intended wife, at any time or times during their joint lives, by any writing or writings under both their hands and seals, executed in the presence of two or more credible witnesses, or as the survivor of them, at any time or times during his or her life, by any writing or writings under his or her hand and seal, executed in the presence of the like number of witnesses, or by his or her last will and testament in writing, to be by him or her signed, sealed and published in the presence of three or more credible witnesses, shall direct, limit or appoint. And in default of such direction, limitation and appointment, or in case any such shall be, when and so soon as the estates and interests thereby limited shall respectively end and determine, to the use and behoof of all and every the child and children of the said *Charles Ash* on the body of the said *Gertrude* his intended wife to be begotten, to be equally divided between them (if more than one) share and share alike, to take as tenants in common, and not as jointenants, and of the several and respective heirs of the body and bodies of all and every such child and children; and in case one or more of such child or children shall happen to die without issue of his, her or their body or bodies, then as to the share or shares of him, her or them so dying without issue, to the use and behoof of the survivors or others of them, to be equally divided between them (if more than one) share and share alike, to take as tenants in common, and not as jointenants, and of the several and respective heirs of the bodies of such survivors, or others of them. And in case all such children but one shall happen to die without issue, or if there shall be but one such child, then to the use and behoof of such surviving or only child, and of the heirs of his or her body lawfully issuing; and for default of all such issue, then to the use and behoof of the right heirs of the said *Charles Ash* for ever. And this indenture further witnesseth, that in consideration of the said intended marriage, and in further pursuance of the said recited agreements, and for other the considerations aforesaid, the

then to the wife for life;

then to the child or children of the marriage, as husband and wife, or the survivor shall appoint.

In default of appointment to the children in tail, as tenants in common,

with cross remainders,

with remainder to the right heirs of the husband.

The father co-
venants

to surrender co-
pyholds,

to his own use
for life, then to
the husband for
life,

then to the wife
for life;

then to the
children of the
marriage as the
husband and
wife, or the
survivor, shall
appoint;

in default of ap-
pointment then
to the children
ut supra in case
of the real estate,
or as near as may
be;

remainder to the
right heirs of
the husband.

said *Andrew Ash* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Daniel Dunch* and *Ezra Ellis*, their heirs, executors and administrators, that he the said *Andrew Ash*, or his heirs, shall and will forthwith, or so soon as conveniently may be after the solemnization of the said intended marriage, at his or their own proper costs and charges, surrender, or cause to be surrendered into the hands of the respective lords of the several manors next herein after mentioned, the several and respective copyhold messuages, lands and hereditaments of him the said *Andrew Ash* next herein after mentioned; that is to say, all and every the copyhold messuages, lands and hereditaments held of or lying within the manor of *Raab* in the said county of *Somerset*, to which he the said *Andrew Ash* was admitted, to him and his heirs, on the surrender of *Titus Treby*, at a court held for the said manor on the tenth day of *August* now last past [*here follow more parcels*] to the use and behoof of him the said *Andrew Ash* and his assigns, for and during the term of his natural life; and from and after his decease, then to the use and behoof of the said *Charles Ash* and his assigns, for and during the term of his natural life; and from and after his decease, then to the use and behoof of the said *Gertrude Fry* his intended wife, and her assigns, for and during the term of her natural life; and from and after the several deceases of them the said *Andrew Ash*, and *Charles Ash* and *Gertrude* his intended wife, and the decease of the survivor of them, then to the use and behoof of all and every or such one or more of the child or children of the said *Charles Ash* by the said *Gertrude* his intended wife, and for such estate and estates, and in such parts, shares and proportions, manner and form, with or without power of revocation, as they the said *Charles Ash* and *Gertrude* his intended wife by such their writing or writings to be executed in manner aforesaid, or the survivor of them, by such, his or her writing or writings, or last will and testament, to be respectively executed, signed, sealed and published in manner aforesaid, shall direct, limit or appoint; and in default of such direction, limitation or appointment, or in case any such shall be, as and when the estates and interests thereby limited shall respectively end and determine, then to the use and behoof of the child and children of the said *Charles Ash* by the said *Gertrude* his intended wife, for such and the like estate and estates, and in such and the like shares and proportions, manner and form, and with such and the like benefit of survivorship amongst them as (in default of such direction, limitation and appointment as aforesaid) are herein before limited, expressed and declared of and concerning the said herein before granted and released messuages, lands, hereditaments and premises; and for default of all such issue, then to the use and behoof of the right heirs of the said *Charles Ash* for ever. And whereas by indenture dated the twelfth day of *August* 1724. the mayor, sheriffs, citizens and commonalty of the said city

city of *Bristol*, for the consideration therein mentioned did demise, lease and to farm let unto the said *Andrew Ash*, his executors and administrators, all that messuage or tenement, with the grounds and appurtenances thereunto belonging, and then and now in the occupation of him the said *Andrew Ash* or his assigns, being parcel of the possession of the late dissolved priory, commonly called the *White Friars* in *Bristol*, as the same messuage and grounds are situate, lying and being in the parish of *St. Austin* in the said city of *Bristol*, between the yard called the *Great Yard* belonging to the said dissolved priory on the part of the north, and the common highway or street on the part of the south abutting, as in the same indenture is mentioned, together with the chamber and buildings over the entry therein mentioned; and all that parcel of ground called by the name of the *Great Yard*, lying and being on the south-side of *Bitton-hall* in the said parish of *St. Austin* in the same city, together with such ways, passages, drains, liberties, privileges, advantages, easements and immunities as in the same indenture are expressed (except as therein is expressed) to hold to him the said *Andrew Ash*, his executors, administrators and assigns, from the feast of *St. Michael* the archangel then next ensuing the date of the same indenture, for the term of ninety-nine years, at and under the yearly rent of 20 *l.* payable half-yearly in manner therein mentioned, as by the said recited indenture, relation being thereunto had, may (among other things) more fully appear: now this indenture further witnesseth, that in further pursuance of the said recited agreements, and in consideration of the said intended marriage, and for other the considerations aforesaid, and in consideration of 10 *s.* of like money to the said *Andrew Ash* in hand paid by the said *Daniel Dunch* and *Ezra Ellis* at or before the execution of these presents, the receipt whereof is hereby acknowledged, he the said *Andrew Ash* hath granted, bargained, sold and assigned, and by these presents doth grant, bargain, sell and assign unto the said *Daniel Dunch* and *Ezra Ellis*, their executors, administrators and assigns, all and every the said messuage, chamber, rooms, grounds, and other the premises in and by the said recited indenture demised as aforesaid, or mentioned or intended so to be, and all messuages and buildings thereupon, or upon any part thereof erected and built, with their and every of their appurtenances; and all the estate, right, title, interest, term of years yet to come and unexpired, trust, property, benefit of renewal, claim and demand whatsoever, both at law and in equity, of him the said *Andrew Ash*, of, in, to or out of the same premises, every or any part thereof, by virtue of the said recited indenture, or otherwise howsoever, together with the same indenture; to have and to hold the said messuages, buildings, grounds and all and singular other the premises hereby, or mentioned to be hereby assigned, with their and every of their appurtenances, unto the said *Daniel Dunch* and *Ezra Ellis*, their executors, administrators and assigns, from henceforth for and during

A corporation
lease recited.
The parcels.

Habendum to the
father, &c. for a
term under a
rent.

The considera-
tion.

The assignment
thereof by the
father to trust-
tees.

Habendum

during all the rest and residue yet to come and unexpired of the said term of ninety-nine years therein, (subject to the rent and covenants in the said recited indenture of lease reserved and contained) upon the trusts nevertheless, and for the intents and purposes, and subject to the provisos and agreements herein after expressed and declared of and concerning the same; that is to say, in trust for the said *Andrew Ash*, his executors and administrators, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, in trust that the said *Darby Dunch* and *Ezra Ellis*, their executors, administrators and assigns, shall and do permit and suffer the said *Andrew Ash*, for so long time of the said term of ninety-nine years therein as he shall live, to receive and take the clear yearly rents and profits thereof to and for his own use; and from and after his decease, then shall and do permit and suffer the said *Charles Ash*, for so long time of the said term of ninety-nine years as he shall live, to receive and take the clear yearly rents and profits thereof to and for his own use; and from and after his decease, then shall and do permit and suffer the said *Gertrude* his intended wife, for so long time of the said term of ninety-nine years as she shall live, to receive and take the clear rents and profits thereof to and for her own use; and from and after the decease of the survivor of them the said *Andrew Ash*, and *Charles Ash* and *Gertrude* his intended wife, then as to all the said leasehold premises for all the then residue of the said term of ninety-nine years therein, in trust for all and every the child and children of the said *Charles Ash* by the said *Gertrude* his intended wife, equally to be divided amongst them (if more than one) share and share alike at their respective ages of twenty-one years or day of marriage, which shall first happen; and in case one or more of them die before such age or marriage, then as to the share or shares of him, her or them so dying, in trust for the survivors or others of them, equally to be divided amongst them (if more than one) share and share alike, at his, her or their respective age or ages of twenty-one years or day or days of marriage, which shall first happen; and in case all of them save one shall die before the said age of twenty one years or marriage, or in case there shall be but one such child, then in trust for such surviving or only child at his or her age of twenty-one years or day of marriage, which shall first happen; but in case there shall be no such child or children, or being such, all of them die before any of them attain the said age of twenty-one years or marriage, then and from thenceforth in trust for the said *Charles Ash*, his executors and administrators. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Andrew Ash*, and *Charles Ash* and *Gertrude* his intended wife, as and when they shall respectively come into, and be in possession, of or intitled to the premises respectively, or any part thereof, by virtue of the several limitations and trusts aforesaid, or any of them,

upon trusts,

the father to take the profits for life,

then the husband to take the profits for life,

then the wife to take the profits for life,

then in trust for the children of the marriage, equally, at twenty-one, or marriage with benefit of survivorship.

If no such child, &c. in trust for the husband, &c.

Leasing-power to the father, husband and wife successively, &c.

from time to time during their respective lives, by indenture under their respective hands and seals, to lease the same or any part thereof to any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy, at the best and most improved yearly rent that can be reasonably got for the same, without taking any sum or sums of money, or other thing by way of fine or income, for or in respect of such lease or leases, so as none of the said leases be made dispunishable of waste by any express words therein; and that in every such lease there be inserted a clause of re-entry for non-payment of the rent or rents to be thereby reserved; and that the lessee and lessees to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases. Provided also, and it is hereby further declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Andrew Ash*, and *Charles Ash* and *Gertrude* his intended wife, or the survivors or survivor of them, with the consent and approbation of the said *Daniel Dunch* and *Ezra Ellis*, or the survivor or them, his executors or administrators, or the trustee or trustees for the time being for the trust-monies and estate herein after mentioned, or any part thereof, testified in writing under their or his hands and seals, or hand and seal, at any time or times hereafter, absolutely to sell and dispose of all and every or any of the said freehold, copyhold and leasehold messuages, buildings, lands, grounds, hereditaments and premises, to any person or persons whomsoever; and in order to such sale or sales, by any deed or deeds, or writing or writings under the hands and seals of them the said *Andrew Ash*, and *Charles Ash* and *Gertrude* his intended wife, or the survivors or survivor of them, attested by two or more credible witnesses, and with such consent and approbation as aforesaid, to revoke and make void all and every the use and uses, estate and estates, trust and trusts herein before mentioned, expressed or declared of and concerning the same premises respectively, every or any part thereof, and to limit, declare or appoint such new or other use or uses, estate or estates, or trust or trusts thereof, or of any part thereof, as shall be thought requisite, in order to such sale or sales as aforesaid. And it is hereby declared and agreed by and between all the said parties to these presents, that all and every the monies arising by such sale or sales as aforesaid, shall be paid to and received by them the said *Daniel Dunch* and *Ezra Ellis*, or the survivor of them, his executors or administrators, or such other person or persons as shall be nominated or appointed to receive the same by them the said *Andrew Ash*, *Charles Ash* and *Gertrude* his intended wife, or the survivors or survivor of them, in trust to be by the person or persons so receiving the same monies, his or their executors or administrators, forthwith or as soon as conveniently may be laid out and invested (with the consent and approbation of them

with restrictions.

Power to sell lands, &c. with consent of the trustees;

and in order thereto, to revoke uses, &c.

and to limit new.

The money arising by sale to be paid to trustees,

to be laid out (with approbation)

them

in a purchase,

to be settled as
the lands, &c.
supra.

The father co-
venants for quiet
enjoyment,

free from incum-
brances ;

and for further
assurances.

them the said *Andrew Ash*, *Charles Ash* and *Gertrude* his intended wife, or the survivor of them, or the executors or administrators of such survivor) in the purchase of freehold messuages, lands or hereditaments of an estate of inheritance in fee-simple in possession, in *England*, free from incumbrances, to be thereupon settled, conveyed and assured, to and for such uses and purposes, upon such trusts, and under and subject to such proviso and agreements as are herein before limited, expressed and declared of and concerning the said herein before granted and released messuages, lands, hereditaments and premises, or as near thereto as may be, and the deaths of persons and other contingencies will admit (this proviso for sale and revocation only excepted) any thing herein before contained to the contrary notwithstanding. And the said *Andrew Ash* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Daniel Dunch* and *Ezra Ellis*, their heirs, executors and administrators, that all and every the said freehold, copyhold and leasehold messuages, lands, hereditaments and premises, shall or lawfully may at all times hereafter remain, continue and be, to, for and upon the several uses, trusts and purposes, and subject to the provisos and agreements herein before expressed and declared of and concerning the same respectively ; and shall and may be accordingly peaceably and quietly had, held and enjoyed, without the let, suit or interruption of or by him the said *Andrew Ash*, his heirs, executors, administrators or assigns, or any others claiming or to claim any estate, right, title or interest, at law or in equity, of, in, to or out of the same premises, or any part thereof, from, by or under, or in trust for him, them, or any of them (except as is herein after excepted) ; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless and indemnified, of, from and against all former and other gifts, grants, bargains, sales, jointures, dowers, estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said *Andrew Ash*, his heirs, executors, administrators or assigns, or any claiming, from, by or under, or in trust for him or them (except the rents and covenants in the said recited lease reserved and contained, and the rents, fines, duties and services to be paid, done and performed, for or in respect of the said copyhold premises). And moreover, that he the said *Andrew Ash*, his heirs, executors and administrators, and all others having or claiming, or to have or claim any estate, right, title, trust or interest, at law or in equity, of, in, to or out of the aforesaid premises, or any part thereof, from, by or under, or in trust for him or them, shall and will at any time or times hereafter, upon the request of the said *Daniel Dunch* and *Ezra Ellis*, or the survivor of them, his heirs, executors and administrators, but at the costs and charges of the said *Andrew Ash*, his heirs, executors or administrators, make,

make, do and execute, or cause to be made, done and executed, all such further and other lawful acts, deeds, conveyances and assurances in the law whatsoever, for the further and better conveying, surrendring, assigning and assuring the said freehold, copyhold and leasehold premisses respectively, with their appurtenances, to the uses, upon the trusts, and subject to the provisos and agreements herein before expressed and declared of and concerning the same respectively, as by the said *Daniel Dunch* and *Ezra Ellis*, or either of them, their or either of their heirs, executors or administrators, or their or either or any of their counsel learned in the law shall be advised, or devised and required. And further, that the said freehold, copyhold and leasehold messuages, lands, hereditaments and premisses, now are and at the time of the decease of him the said *Andrew Ash* shall be and continue (together and in the whole) to be let, of the full clear yearly rent or value of 200 *l.* of lawful money of *Great Britain*, over and above all outgoinges and reprises (the publick land-taxes only excepted). And also that in consideration of the said intended marriage, he the said *Andrew Ash*, his heirs, executors or administrators, shall and will on or before the solemnization of the same marriage, or within the space of three kalendar months then next ensuing, well and truly pay, or cause to be paid, unto the said *Charles Ash*, the full sum of 2000 *l.* of like money, to and for his own use and benefit, and the better to enable him to carry on his trade and business, for the better support of himself and family. And this indenture further witnesseth, that in consideration of the said intended marriage, and in further pursuance of the said recited agreements, and in consideration of 5 *s.* of like money, to the said *Gertrude Fry* in hand paid by the said *Daniel Dunch* and *Ezra Ellis*, at or before the execution of these presents, the receipt whereof is hereby acknowledged, she the said *Gertrude Fry*, with the privity and consent of the said *Charles Ash*, (testified by his being party to, and his sealing and delivery of these presents) hath granted, assigned, transferred and set over, and by these presents doth grant, assign, transfer and set over unto the said *Daniel Dunch* and *Ezra Ellis*, their executors and administrators, all and every the jewels and plate in the schedule hereunto annexed mentioned, and also all and every the ready monies, stocks and securities for money, goods, chattels, and all other the rest and residue of the personal estate whatsoever and wheresoever of her the said *Gertrude Fry*, whereof she is now possessed, or whereto she is now intitled at law or in equity, (except and over and above the said sum of 4000 *l.* herein before mentioned to be paid to the said *Charles Ash* as aforesaid) and all the benefit thereof; to have, hold, receive, take, perceive and enjoy the same, and every part thereof, (except before excepted) unto the said *Daniel Dunch* and *Ezra Ellis*, their executors and administrators, together with full power, licence and authority to ask, demand, sue for, recover and receive the same, and every part thereof: upon such trusts nevertheless, and

And that the premisses are of a certain yearly value.

The father covenants to pay his son a sum of money.

The intended wife, with the husband's privity, assigns

to the trustees.

jewels and plate in a schedule,

and other personal estate,

except the sum paid to the husband,

(with power to sue)

upon trust, to

after the marriage, as to jewels and plate, to permit her to use the same,

as separate estate, not subject, &c. to her husband.

And as to the money, stocks, &c.

to pay the profits to her appointee,

for her separate use.

In default of appointment, to her own hands.

Her receipts to be sufficient.

And upon trust to pay a certain sum out of it to her children by a former husband,

to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same respectively; that is to say, in trust for the said *Gertrude Fry*, her executors and administrators, until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then as to the said jewels and plate, in trust that they the said *Daniel Dunch* and *Ezra Ellis*, and the survivor of them, his executors and administrators, shall and do permit and suffer the said *Gertrude Fry* from time to time, notwithstanding her coverture, and whether she shall be sole or married, to have, use, wear and enjoy the same, every or any of them, at her free will and pleasure, as her separate estate, without the controul or intermeddling, or being any ways subject or liable to the debts or engagements of the said *Charles Ash* her intended husband, but only at the sole and separate disposal of her the said *Gertrude*, as fully in all respects, and to all intents and purposes, as if she was sole and unmarried. And as to the said ready monies, stocks and securities for monies, goods, chattels, and other the said personal estate last herein before assigned as aforesaid, (except the said jewels and plate) in trust that they the said *Daniel Dunch* and *Ezra Ellis*, and the survivor of them, his executors and administrators, shall and do yearly and every year, during the natural life of the said *Gertrude Fry*, pay, apply and dispose of the clear yearly interest and produce thereof, as the same shall from time to time arise and be received, unto such person or persons, and for such uses and purposes, and in such parts and proportions, as she the said *Gertrude*, notwithstanding her coverture, and whether she shall be sole or married, shall from time to time, by any note or writing under her hand direct or appoint, to the intent that the same or any part thereof may not be at the disposal of, or subject or liable to the controul, debts or engagements of the said *Charles Ash* her intended husband, but only at the sole separate dispose, and for the separate use and benefit of her the said *Gertrude Fry*, as if she was sole and unmarried; and in default of, and until such direction and appointment, to the proper hands of her the said *Gertrude Fry*, or otherwise shall and do permit and suffer, and fully authorize her to receive and take the same to and for her own sole and separate use and benefit; and her receipts alone under her hand, without her said intended husband, to be from time to time sufficient discharges to the person or persons who shall so pay the same interest and produce, for so much thereof for which such receipts shall be given. And upon this further trust, that they the said *Daniel Dunch* and *Ezra Ellis*, and the survivor of them, his executors and administrators, shall and do assign, pay and dispose of the sum or value of 2000 *l.* part of the said monies, stocks, securities, and personal estate last herein before assigned as aforesaid, every or any part thereof, (other than and except the said jewels and plate) unto and amongst the four children of her the said *Gertrude Fry*, (by the said *Francis Fry* her late husband) equally to be divided amongst them, share and

and share alike, as and when they shall respectively attain the age of twenty-one years or be married, which shall first happen, if such respective times of payment happen after the decease of the said *Gertrude Fry*; but if in her life-time, then in three kalendar months next after her decease, and not before, unless with her consent in writing under her hand and seal; and in case one or more of the same children die before such age or marriage, then the share or shares of him, her or them so dying, shall be, go and remain, and be paid unto and amongst the survivors and survivor of them, equally to be divided amongst them (if more than one such survivor) share and share alike, as and when his, her or their original share or shares of the same 2000*l.* shall become payable, and the interest and produce thereof in the mean time (from and after decease of the said *Gertrude Fry*) to go and be applied for and towards the maintenance and education of the same children, or for the increase of their fortunes and estates, as the said trustees, or the survivor of them, his executors or administrators shall think fit; and shall and do assign, pay, deliver and dispose of all the said jewels and plate, and all the rest and residue of the said monies, stocks, securities, goods, chattels and personal estate last herein before assigned as aforesaid, (over and above the said sum or value of 2000*l.*) together also with the said sum or value of 2000*l.* (in case all the said children of the said *Gertrude Fry* die before any of them attain the said age of twenty-one years or be married) unto such person and persons, and for such uses and purposes, and in such parts and proportions, manner and form, with or without power of revocation, as she the said *Gertrude Fry* from time to time, notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, sealed and published in the presence of the like number of witnesses, shall direct, limit, give or appoint, of or concerning the same: and in default of such direction, limitation, gift or appointment, and as to such part or parts of the same premises (other than and over and above the said sum or value of 2000*l.*) whereof no such direction, limitation, gift or appointment shall be made, in trust for the said four children of the said *Gertrude Fry* by the said *Francis Fry* her late husband, equally to be divided amongst them, share and share alike, as and when they shall respectively attain the said age of twenty-one years or be married, which shall first happen, and to survive amongst the same children, in case one or more of them die before such age or marriage, in such and the like manner as is herein before directed with respect to the said sum or value of 2000*l.* and the interest and produce thereof in the mean time (from and after the decease of the said *Gertrude Fry*) to go and be applied for and toward the maintenance and education of the same children, or for the increase of their fortunes and estates, as the said trustees,

with survivorship among them.

The interest to go for maintenance, &c.

And to pay the residue of her personal estate

to her appointees, &c.

In default of appointment,

in trust for her children by the former husband, at twenty-one or marriage, with survivorship,

If all die, &c.

then to the children of this marriage.

interest to go for maintenance

or increase of fortunes, &c.

If none attain twenty-one, or marriage, and no appointment, &c.

then to her next of kin, &c.

Agreement that she husband and wife may settle accounts with the executors of the former husband,

trustees, or the survivor of them, his executors or administrators shall think fit. Provided nevertheless, that in case all the said four children of her the said *Gertrude Fry* shall happen to die before any of them attain the said age of twenty-one years or be married; and in default of such direction, limitation, gift or appointment of her the said *Gertrude Fry* as aforesaid, then (as to all the said ready monies, stocks, securities, jewels, plate, and other the said last herein before assigned premises, or such part or parts thereof whereof no such direction, limitation, gift or appointment shall be made as aforesaid) in trust for all and every the child and children of the said *Gertrude Fry* by the said *Charles Ash* her intended husband to be begotten, at such and the like times, and in such and the like shares and proportions, and with such and the like benefit of survivorship between and amongst them, as are herein before mentioned and directed with respect to the said four now children of her the said *Gertrude Fry*; and the interest and produce thereof in the mean time from and after her decease and such failure of all her said now children as aforesaid, to go and be applied for and towards the maintenance and education of the said child and children of the said *Gertrude Fry* by the said *Charles Ash* her intended husband to be begotten, or for the increase of their fortunes and estates, as the said trustees, or the survivor of them, his executors or administrators, shall think fit. Provided also, that in case there shall be a total failure of all the children and issue of her the said *Gertrude Fry* before any of them attain the said age of twenty-one years or be married, and in default of such direction, limitation, gift or appointment of her the said *Gertrude Fry* as aforesaid; then as to the said monies, stocks, securities, jewels, plate, and other the said last herein before assigned premises, or the residue and remainder thereof, not by her disposed of as aforesaid, in trust for such person and persons as at the time of the decease of the said *Gertrude Fry* should and would have been her next of kin and legal representatives in case she had been then sole and unmarried. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Charles Ash* and *Gertrude Fry* his intended wife, or the survivor of them, or the executors or administrators of her the said *Gertrude Fry*, at any time or times after the solemnization of the said intended marriage, to state and adjust with them the said *Daniel Dunch* and *Ezra Ellis*, or the survivor of them, his executors or administrators, or the executors or administrators of the said *Francis Fry*, all accounts now depending, or that shall be depending between them the said executors of the said *Francis Fry* and her the said *Gertrude Fry*, touching or in any wise concerning the part, share or interest of her the said *Gertrude Fry*, of, in, to or out of the estate late of him the said *Francis Fry*, or any part thereof, and finally to settle and adjust the ballance thereof coming, accruing, belonging or appertaining unto her the said *Gertrude Fry*; and that when

and so soon as the said accounts shall be so stated, settled and adjusted as aforesaid, the same shall be final, binding and conclusive unto them the said *Charles Ash* and *Gertrude* his intended wife, and each of them, their and each and every of their executors and administrators, and to the children and issue of the said intended marriage, and to all and every other person and persons whomsoever claiming and to claim, from, by or under, or in trust for them, or any of them; and the accounts and the rest and ballance thereof shall not at any time or times then after be unravelled into or called in question by any person or persons whomsoever. And in consideration of the said intended marriage, and of the said sum of 4000 *l.* so paid to the said *Charles Ash* by the said *Gertrude Fry* as aforesaid, and in further pursuance of the said recited agreements, the said *Charles Ash* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Daniel Dunch* and *Ezra Ellis*, their executors and administrators, in manner following; that is to say, that the heirs, executors or administrators of him the said *Charles Ash* shall and will within the space of three kalendar months next after his decease well and truly pay, or cause to be paid the full sum of 4000 *l.* of lawful money of *Great Britain*, unto such persons, and for such purposes, and on such contingencies as are next herein after mentioned; that is to say, in case the said *Gertrude Fry* shall be then living, and that there shall be no child or children or issue of the said intended marriage then living, or in *ventre sa mere*, then the same 4000 *l.* shall be paid unto her the said *Gertrude Fry*, her executors and administrators, to and for her and their own use and benefit; but in case the said *Gertrude Fry* shall be then dead without issue by him the said *Charles Ash* her intended husband then living, then the same 4000 *l.* shall be paid unto such person or persons as shall or may be intitled thereto by virtue of or under any such writing or writings, or last will and testament as shall or may have been made by her the said *Gertrude Fry* in manner and form aforesaid, and whereby she may have directed, limited, given or appointed the same, or any part thereof; and which the said *Charles Ash* doth hereby covenant, consent, declare and agree, that (notwithstanding her intended coverture) she shall and may have power to make and do at her free will and pleasure; and in default of such direction, limitation, gift or appointment, then and in the case last mentioned, in trust for the then legal representatives and next of kin of her the said *Gertrude Fry*; but in case she the said *Gertrude*, and any child or children of the said intended marriage shall be living at the time the said 4000 *l.* shall become payable as aforesaid, or born afterwards, or if she be then dead and that there be any such child or children then living, then the same 4000 *l.* shall be paid into the hands of them the said *Daniel Dunch* and *Ezra Ellis*, or the survivor of them, his executors or administrators, or of such other trustee or trustees as shall be for that purpose

not to be after unravelled.

The husband further covenants with the trustees, that his heirs, executors, &c. shall pay a sum after his death;

if the wife living, and no child, a sum to her, &c.

if she dead and no issue,

then to her appointee;

if no such appointment, to her next of kin, if she and any child, &c. living, or she dead and child living,

she to receive the interest,
 and then among the children,
 at twenty-one or marriage,
 with survivorship.
 If all die, &c.
 then to her, &c.
 And that if she survives,
 he will leave her a third of his personal estate,
 and of freeholds and copyholds

nominated by her the said *Gertrude Fry*, her executors or administrators, upon the trusts and for the purposes herein after mentioned concerning the same; that is to say, in trust to permit and suffer her the said *Gertrude Fry* and her assigns, during her life, to receive and take the clear yearly interest and produce thereof, as the same shall from time to time arise and be received, to and for her and their own use and benefit; and from and after her decease, in trust to pay, apply and dispose of the same 4000 *l.* unto and amongst all and every the children of the said *Gertrude Fry* by the said *Charles Ash* her intended husband to be begotten, to be equally divided amongst them (if more than one) share and share alike, as and when they shall respectively attain the age of twenty-one years or be married, which shall first happen; and in case one or more of the same children shall happen to die before such age or marriage, then as to the share or shares of him, her or them so dying, in trust for the survivors or survivor of them, equally to be divided amongst them (if more than one) share and share alike, as and when they shall respectively attain the said age of twenty-one years or be married; and in case there shall be but one such child, or being more such children than one, and that all of them save one shall happen to die before any of them shall attain the said age of twenty-one years or be married, then in trust for such surviving or only child as and when he or she shall attain the said age of twenty-one years, or be married; and the yearly interest and produce thereof in the mean time to go and be applied for and towards their respective maintenance and education. Provided nevertheless, that in case all the same children shall happen to die before any of them shall attain the said age of twenty-one years or be married, then the same 4000 *l.* and the yearly interest and produce thereof from thenceforth to arise and be received, shall be, go and remain unto the said *Gertrude Fry* if then living, but if then dead, then unto such person or persons as should or would have been intitled thereto, by virtue of these presents, and the agreements herein before contained in case no such child or children as are last herein before mentioned had ever been born, or *in esse*. And further, that in case (after the said intended marriage had and solemnized) he the said *Charles Ash* shall happen to die leaving the said *Gertrude* his intended wife his widow, then and in such case he the said *Charles Ash* shall and will by his last will and testament, or otherwise, at the time of his decease, give or leave one full third part of all his goods, chattels and personal estate whereof he shall be then possessed, or whereto he shall be then intitled, over and above the said sum of 4000 *l.* by him herein before covenanted to be paid as aforesaid, and over and above what shall be sufficient for the payment of his just debts and funeral expences, unto her the said *Gertrude Fry*, her executors and administrators, to and for her and their own absolute use and benefit; and also one full third part of all and every the freehold and copyhold messuages, lands and hereditaments of him

him the said *Charles Ash*, whereof he shall be then seised, or where-
to he shall be then intituled at law or in equity (over and above
the messuages, lands and hereditaments, whereunto the said
Gertrude Fry may be intituled by virtue of or under these presents)
unto and for the use and benefit of her the said *Gertrude Fry* and
her assigns, for and during the term of her natural life. And in
consideration of the said intended marriage, and for other the
considerations aforesaid, it is hereby declared and agreed by and
between all the said parties to these presents and particularly the
said *Charles Ash* doth hereby for himself, his heirs, executors and
administrators, further covenant, grant and agree to and with the
said *Daniel Dunch* and *Ezra Ellis*, their executors and admin-
istrators, that whatever sum or sums of money, or personal
estate, shall at all time or times after the solemnization of the
said intended marriage come or accrue to the said *Gertrude Fry*,
or to the said *Charles Ash* her intended husband in her right, by
or from the said *Luke Lant* her father, by virtue of his last will
and testament, or the custom of the city of *London*, or other-
wise, shall upon the receipt and payment thereof be paid into the
hands of them the said *Daniel Dunch* and *Ezra Ellis*, or the sur-
vivor of them, his executors or administrators, or of such other
trustee or trustees as shall be for that purpose nominated by her
the said *Gertrude Fry*, her executors or administrators, upon the
trusts, and for the purposes hereinafter mentioned concerning the
same; that is to say, in trust as to both the principal and the
yearly interest and produce thereof (as the same shall from time
to time arise and be received) for the sole and separate use and
benefit of her the said *Gertrude Fry*, and to be from time to
time at her own sole and separate dispose, (notwithstanding her
said intended coverture, and whether she shall be sole or married)
in such and the like manner and sort, and as fully and effectually
in all respects, and to all intents and purposes, as are herein before
mentioned, expressed and declared of and concerning the said rest
and residue of the said herein before assigned ready monies, stocks,
securities and personal estate of her the said *Gertrude*, over and
above the said sum or value of 2000 *l.* or as near thereto as may
be. And in case the said *Gertrude Fry* shall make no direction,
limitation, gift or appointment of the said monies or personal
estate coming or accruing, or to come or accrue by or from her
said father as aforesaid, either by such her writing or writings,
or last will and testament, or writing purporting her last will
and testament as aforesaid; and as to such part or parts thereof
whereof she shall make no such direction, limitation, gift or ap-
pointment as aforesaid, in trust for all and every the children of
her the said *Gertrude Fry* now living and hereafter to be born,
equally to be divided between and amongst them share and share
alike, as and when they shall respectively attain the age of twenty-
one years or be married, which shall first happen; and in case
one or more of the said children shall die before such age or mar-
riage, then as to his, her or their share or shares, in trust for

for her life,

and that what
accrues from the
estate of her
father

shall be paid to
trustees,

in trust for the
separate use of
the wife, as the
residue

of her personal
estate *supra*,
and if she make
no appointment,
&c.

in trust for her
children attain-
ing one or mar-
riage,

with benefit of
survivorship,

Interest how to
be applied.

The husband,
during life, to
receive the in-
terest ;

If no such child,

nor appoint-
ment,
then to her next
of kin.

Provision for the
wife's filling up
the number of
trustees.

The trust-estate
to be veited in
the new set of
trustees.

the survivors and survivor, and others and other of them, equally to be divided between and amongst them share and share alike, as and when he, she or they shall respectively attain the said age of twenty-one years or be married. And in case all the said children but one shall die before the said age of twenty-one years or marriage, then in trust for such only surviving child at his or her said age of twenty-one years or marriage ; and the interest and produce thereof in the mean time from and after the decease of the said *Gertrude Fry* to go and be applied for and towards the maintenance and education of the same child or children, or for the increase of his, her or their fortunes and estates, as the trustees for the time being for the same premises shall think fit ; so always nevertheless, that the said *Charles Ash* shall and may during his natural life have and receive to his own use the yearly interest and produce of so much and such part of the said last mentioned monies and personal estate as shall for the time being, by virtue of these presents, belong or appertain to the child or children of the said *Gertrude Fry* by him the said *Charles Ash*, as his, her or their share or shares of the same monies and personal estate. Provided nevertheless, that in case there shall be a total failure of children and issue of her the said *Gertrude Fry* before any of them attain the said age of twenty-one years or be married ; and in default of such direction, limitation, gift or appointment of her the said *Gertrude Fry* as aforesaid, then and from thenceforth as to the said last mentioned monies and personal estate, in trust for such person and persons as for the time being should and would have been her next of kin and legal representatives in case she had died sole and unmarried. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that in case the said *Daniel Dunch* and *Ezra Ellis*, or either of them, shall die, or be desirous to be discharged of the trusts hereby in them reposed, or any of them as aforesaid, before the same trusts be fully performed, then and in such case, and when and so soon, and as often as the same shall happen, it shall and may be lawful to and for the said *Gertrude Fry*, her executors or administrators, by any writing or writings under her or their hand and seal, or hands and seals, attested by two or more credible witnesses, to nominate, substitute or appoint any other person or persons to be trustee or trustees for the purposes aforesaid, or any of them, in the place and stead of them or him so dying or being desirous to be discharged as aforesaid, and so from time to time, and as often as there shall be occasion, to nominate, substitute or appoint any other person or persons to be a trustee or trustees in manner and for the purposes aforesaid, or any of them, in the place and stead of the said present, or any succeeding or other trustee or trustees who shall so die, or be desirous to be discharged as aforesaid ; and that when and so often as any new trustee or trustees shall be nominated or appointed as aforesaid, all the then residue of the said trust-monies, stocks,

securities,

securities, and other the said present personal estate of the said *Gertrude Fry*, and which may come and accrue by or from the said *Luke Lant* her father as aforesaid; and the monies arising by sale of the said freehold, copyhold and leasehold premises, or any part thereof, in case the same be sold, until the same be again laid out in such purchase or purchases as aforesaid, and the securities for the same monies and trust-premises, every or any part thereof; and all stocks or funds in which the same or any part thereof shall be then invested, or so much and such part and parts thereof whereof such trustee or trustees shall be desirous to be discharged as aforesaid, shall be thereupon with all convenient speed assigned and transferred, so and in such sort as that the same shall be legally and effectually vested in the surviving or continuing former trustee or trustees and such new trustee or trustees, upon the trusts aforesaid; and that every such new trustee or trustees shall and may in all things act and assist in the management, carrying on and execution of the trusts aforesaid, every or any of them, as fully and effectually in all respects, and to all intents and purposes, as if he or they had been originally in and by these presents nominated and appointed a trustee or trustees for the purposes aforesaid, or such of them for which he shall be nominated or appointed a trustee or trustees. And it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the trustees for the time being for the said trust-monies and premises respectively to manage and improve the same for the benefit of the said *Gertrude Fry*, and other the person or persons who for the time being shall be interested therein, and for that purpose from time to time, with the consent and approbation of the said *Gertrude Fry*, her executors or administrators, to lend and place out the same, or any part thereof, upon any publick or private security or securities at interest, or in the purchase of stocks in any of the publick companies or funds, upon the trusts aforesaid; and so from time to time to call in such monies so lent or placed out on securities as aforesaid, or to sell and dispose of the present stocks of her the said *Gertrude Fry*, or such stocks so to be purchased as aforesaid, or any part thereof, and again to lend, place out and invest the same, or any part thereof, in manner aforesaid, as often as they shall think fit, with such consent as aforesaid, and upon the trusts aforesaid. And further, that the said trustees or any of them, their or any of their executors or administrators, shall not be charged with, or accountable for any more monies than they respectively shall actually receive by virtue of these presents, and the trusts aforesaid; nor with or for any loss which shall happen of the said trust-monies and premises, or any part thereof, so as the same happen without their wilful default; nor the one of them for the other or others of them, or for the acts, deeds, receipts, payments or disbursements the

The trustees to manage the estate,

with consent of the wife.

Trustees not to be accountable for more than they receive, nor for loss without wilful default, nor for each other.

They may reimburse themselves, &c.

The husband covenants that he is not bound, &c.

nor will, without consent, &c.

one of the other or others, but each of them only for his own acts, deeds, receipts, payments and disbursements. And also, that it shall and may be lawful to and for the same trustees and each of them, their and each of their executors and administrators, in the first place, by and out of the said trust-premises to deduct and reimburse him and themselves respectively all such loss, costs, charges and expences, as they or any of them shall be put unto or sustain, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereunto. And lastly, the said *Charles Ash* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Daniel Dunch* and *Ezra Ellis*, their executors and administrators, that he the said *Charles Ash* hath not become bound with, or as bail or security for any person or persons whatsoever; and that he shall not nor will at any time or times hereafter, without the consent and approbation of the said *Daniel Dunch* and *Ezra Ellis*, or the survivor of them, his executors or administrators, testified in writing under his or their hand or hands, become bound with, or as bail or security for any person or persons whomsoever, or enter into, or acknowledge or confess any recognizance, statute, judgment or bond, or make or give any mortgage or security for any sum or sums of money, debt or duty, with or for or on account of any person or persons whomsoever, other than and except only for the security and payment of the sole and proper just debts of him the said *Charles Ash*, and which shall be by himself and on his own account only contracted, due or owing. In witness, &c.

A marriage settlement of great variety, and containing several uncommon designations. The brother and grandmother of the husband join in it: she settles a jointure on the wife, determinable on failure of issue male of this marriage; and the husband settles a jointure, to take place on failure of the foregoing. There is a provision for pin-money, to be increased upon a contingency. The wife's portion and South-sea annuities of the husband are to be settled in the hands of trustees, for raising portions and maintenances for younger children. See the margin throughout.

No. 21.

THIS indenture of five parts, made the twelfth day of March in the year of our Lord 1732. and in the sixth year of the reign of our sovereign lord George the second, by the grace of God, king of Great Britain, &c. between the most noble Anne duchess dowager of Andale of the first part, the most noble Benjamin duke of Andale, grandson of the said duchess dowager, and surviving grandson and heir of Caesar earl of Crinton deceased, and surviving eldest son and heir of the right honourable Benjamin late earl of Crinton by the right honourable Delia late countess of Crinton his late wife, (both also deceased) and also brother and heir of the right honourable Caesar late earl of Crinton, (also deceased) who whilst living was eldest son and heir of the said Benjamin late earl of Crinton, by the said Delia late countess of Crinton, and the honourable Daniel D'Este, esq; grandson of the said duchess dowager of Andale, and only surviving brother of the said Benjamin duke of Andale, of the second part, the right honourable Edward earl of Enden and Finchley, and George Gore of Gand in the county of Middlesex, esq; of the third part, Henry Hill of the parish of St. Anne Westminster, esq; and lieutenant colonel James Jennings of Fudd in the county of Kent esq; of the fourth part, and the right honourable Lewis lord Lewston, and the honourable Maria Lewston, one of the daughters of the said Lewis lord Lewston, of the fifth part. Whereas by indentures of lease and release bearing date respectively on or about the thirtieth and thirty-first days of December last past before the date of these presents, and sine thereupon levied, the said Benjamin duke of Andale, in obedience to and compliance with a certain proviso and condition in that behalf contained in the last will and testament of the most noble Daniel late duke of Andale his late grandfather deceased, and for the

The parties.

Recital of a settlement by the elder brother upon the intended husband, pursuant to the will of their maternal grandfather.

And that the
elder brother is
still seised of the
reversion in fee.

The intended
marriage recited,

and agreements
upon the treaty
for this mar-
riage,

as to the portion
to be paid to
trustees upon
trusts after;

and the husband
to transfer
South-sea an-
nuities to them,
upon trusts
after.

And the hus-
band's grand-
mother agreed
to settle lands
upon the wife
for jointure, in
bar of dower,

considerations in the same indentures mentioned and expressed, did grant, convey and assure unto and to the use of the said *Daniel D'Este*, and the heirs male of his body lawfully to be begotten, all and every the manors, rectories, messuages, lands, tenements, tithes and hereditaments in the several counties of *Oxford*, *Rutland* and *Somerset*, which are by them the said *Benjamin* duke of *Andale* and *Daniel D'Este* herein after granted, settled and conveyed, or mentioned so to be, with their appurtenances (but subject to the jointure and estate for life of *Thomas* countess dowager of *Crinton*, widow and relict of the said *Benjamin* late earl of *Crinton*, and now wife of *Vincent Vere*, esq; and of and in divers parts and parcels of the same premisses, and also subject to the mortgages and terms for years herein after mentioned, which mortgages are since paid off and discharged by the said *Daniel D'Este*, and the said terms for years are assigned or intended to be forthwith assigned, in trust and for the purposes, and in manner herein after in that behalf mentioned). And whereas notwithstanding the said recited conveyance (and subject as aforesaid) the said *Benjamin* duke of *Andale* yet is and stands seised and intitled to him and his heirs, of, in and to the reversion or remainder and inheritance in fee-simple of and in all the said manors, rectories, messuages, lands, tenements, tithes and hereditaments, with their appurtenances (expectant on the determination of the said estate in tail male of the said *Daniel D'Este* of and in the same premisses, and in case he shall happen to die without issue male of his body). And whereas a marriage is intended by the grace of God to be shortly had and solemnized between the said *Daniel D'Este* and the said *Maria Lewston*. And whereas upon the treaty for the said intended marriage, and in prospect and consideration of the same, the several parties next herein after named did conclude amongst themselves and come to the several agreements following, (that is to say) the said *Lewis* lord *Lewston* did agree to advance and give with the said *Maria Lewston* his daughter the sum of 10000 *l.* of lawful money of *Great Britain*, as and for her marriage-portion, to be paid into the hands of the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, upon the trusts and for the purposes herein after mentioned, expressed and declared of and concerning the same; and the said *Daniel D'Este* did agree to transfer, or cause or procure to be transferred, unto the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, 10000 *l.* *South-sea* annuities or annuity-stock, upon the trusts and for the purposes herein after mentioned, expressed and declared of and concerning the same; and the said *Anne* duchess dowager of *Andale* did agree to settle and assure unto and upon the said *Maria Lewston* for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law, one annuity or rent-charge of 2000 *l.* of lawful money of *Great Britain*, free of all deductions, to be charged upon, and issuing and payable out of the several manors, messuages, lands and hereditaments of the said duchess dowager of *Andale*,

Andale, which are by her herein after granted and released, or mentioned so to be (the same annuity or yearly rent-charge to commence and take effect from and immediately after the decease of the said *Daniel D'Este*, in case after the said intended marriage had the said *Maria Lewston* his intended wife shall him survive, and that there shall be any son or sons, or issue male between them to be begotten living at the time of his decease, or born alive in due time afterwards; and to be paid and payable unto her the said *Maria Lewston* or her assigns, by equal half-yearly payments, for so long time as she, and any son or sons or issue male of the said intended marriage shall happen jointly to live); and the said *Benjamin* duke of *Andale* did agree to quit and depart with his said reversion, remainder and inheritance in fee-simple (expectant on the determination of the said estate in tail male of the said *Daniel D'Este*) of and in all and every the said manors, rectories, messuages, lands, tenements, tithes and hereditaments, comprized in the said recited indentures of lease and release of the said thirtieth and thirty-first days of *December* now last past, with their appurtenances; and for that end and purpose he the said *Benjamin* duke of *Andale*, and *Daniel D'Este* his brother, did agree to join together in these presents, and in the conveyance and settlement by them herein after made, or mentioned so to be, and in the fine or fines by them herein after covenanted and agreed to be levied; in order thereby effectually to bar and destroy the said estate in tail male of him the said *Daniel D'Este*, and the said reversion or remainder in fee-simple of him the said *Benjamin* duke of *Andale*, thereupon expectant or depending, of and in the same manors, rectories, messuages, lands, tenements, tithes and hereditaments, every or any part thereof; and to settle, convey, limit and assure all the same manors, rectories, messuages, lands, tenements, tithes and hereditaments, with their appurtenances, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same; and the said *Daniel D'Este* did agree to charge and subject the same premises with and to the payment thereof of one annuity or yearly sum of 400 *l.* free of all deductions, unto or for the sole and separate use and benefit of the said *Maria Lewston* his intended wife, for and during their joint lives, in manner herein after in that behalf mentioned; and from and after any augmentation or increase should happen to the estate and fortune of him the said *Daniel D'Este*, then and from thenceforth to augment and make up the said annuity or yearly sum of 400 *l.* to the full yearly sum of 800 *l.* for the sole and separate use and benefit of the said *Maria Lewston* his intended wife, for and during the joint lives as aforesaid. And further, that in case (after the said intended marriage had) the said *Maria Lewston* should happen to survive and overlive the said *Daniel D'Este* her intended husband, and that there should happen to be a total failure of all sons and

she surviving her husband, and issue male between them;

and the elder brother agreed to part with his reversion in fee;

and for that purpose the brothers to join in this settlement and fines, &c.

and to settle the lands as after.

And the husband agreed to charge pin-money,

and to increase the same upon a contingency.

And if she survive without issue male of this marriage,

issue

his lands shall
be liable to a
jointure, in bar
of dower.

And that the
lady's father,
with privity of
the husband,
has paid the por-
tion to the
trustees.

And that the
grandmother of
the husband, at
his request, has
transferred
South-sea an-
nuities,
which were in
her name, in
trust for him.

The considera-
tions.

issue male between them at any time during her natural life, whereby the said annuity or yearly rent-charge of 2000 *l.* to be settled by the said duchess dowager of *Andale* upon the said *Maria Lewston* for her jointure, upon the contingency aforesaid, should cease and determine; then and from thenceforth all and every the said last mentioned manors, rectories, messuages, lands, tenements, tithes and hereditaments, with their appurtenances, should be charged and chargeable with, and made subject and liable to the payment thereof of the like annuity or yearly rent-charge of 2000 *l.* as aforesaid, unto her the said *Maria Lewston* or her assigns for her life, for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law, in manner herein after in that behalf mentioned. And whereas the said *Lewis* lord *Lewston*, with the privity and consent of the said *Daniel D'Este*, and in pursuance and performance of the said recited agreement on his part, hath actually paid the said sum of 10000 *l.* as and for the marriage portion of the said *Maria Lewston* his daughter, unto the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, upon the trusts herein after mentioned concerning the same, the receipt and payment whereof accordingly they do hereby own and acknowledge, and of and from the payment of which said sum of 10000 *l.* accordingly he the said *Daniel D'Este* doth hereby acquit, release and discharge the said *Lewis* lord *Lewston*, his heirs, executors, administrators and assigns, and every of them for ever by these presents. And whereas the said *Anne* duchess dowager of *Andale*, at the request and by the direction of the said *Daniel D'Este*, and in pursuance and part of performance of the said recited agreement on his part, hath actually transferred, or procured to be transferred, 10000 *l.* old *South-sea* annuities or annuity-stock, part of the said *Daniel D'Este*'s old *South-sea* annuities, which was standing in her name in the said books of the *South-sea* company in trust for him, into the joint names of the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, upon the trusts herein after mentioned concerning the same, as by the said books may appear, and as they the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, do hereby own and acknowledge: now this indenture witnesseth, that for and in consideration of the said intended marriage, and of the said sum of 10000 *l.* so paid by the said *Lewis* lord *Lewston* as aforesaid, as and for the marriage portion of the said *Maria Lewston* his daughter as aforesaid, and in consideration of the natural love and affection which the said *Anne* duchess of *Andale* hath and beareth unto the said *Daniel D'Este* her grandson, and for his better advancement and preferment on his said intended marriage, and in pursuance and performance of the said recited agreement on the part of the said duchess dowager of *Andale*, and for providing and settling a competent jointure and provision of maintenance by way of rent-charge out of the manors, lands and hereditaments first herein after granted and released, upon and for the said *Maria Lewston* in case (after the said intended marriage had) she

she shall happen to survive and overlive the said *Daniel D'Este* her intended husband; the same to continue payable to her the said *Maria Lewiston* or her assigns, for so long time as she, or any son or sons or any issue male of the said intended marriage shall jointly happen to survive and overlive him the same *Daniel D'Este*; and for and in consideration of the sum of 10 s. of lawful money of Great Britain to the said *Anne* duchess dowager of *Andale* in hand paid by the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, at or before the enfealing of these presents, the receipt whereof is hereby acknowledged, she the said *Anne* duchess dowager of *Andale* hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their heirs and assigns, all that the manor or lordship, or reputed manor or lordship of *Vam*, with the rights, royalties, members and appurtenances thereof in the said county of *Somerset*; and all that capital messuage or manor-house of *Vam*, with the appurtenances, situate and being in *Vam* in the said county of *Somerset*; and also all freehold messuages, buildings, dove-houses, yards, gardens, orchards, lands, tenements, meadows, pastures, feedings and hereditaments whatsoever to the same manor or lordship, or reputed manor or lordship, and capital messuage or manor-house, or either of them belonging or in any wise appertaining, or with them, or either of them, used, occupied, possessed or enjoyed, situate, lying or being in *Vam*, *Wos*, *Xandale* and *Yar*, every or any of them in the said county of *Somerset*, or in any other towns, parishes or places to them, or any of them, near or adjoining in the same county, with their and every of their appurtenances; and also all and every the freehold messuages or tenements, farms, closes, lands, meadows, pastures, feedings, commons, woods, wood-grounds and hereditaments late of *Sir Zaccheus Zouch*, knt. and now of her the said *Anne* duchess dowager of *Andale*, situate, lying or being in *Vam*, *Wos*, *Xandale* and *Yar* aforesaid, every or any of them, or in *Alton*, *Bruten*, *Condale*, *Dell*, *Etten*, *Fynd*, every or any of them, or in any other towns, parishes or places to them, or any of them, near or adjoining in the said county of *Somerset*, with their and every of their privileges, members and appurtenances; all which said herein before granted and released manor, or reputed manor, capital messuage, messuages, farms, lands, tenements, hereditaments and premises, were bought and purchased by the said *Anne* duchess dowager of *Andale*, to and to the use of her and her heirs, of and from the said *Sir Zaccheus Zouch*, by indenture of bargain and sale duly enrolled in chancery, bearing date the sixteenth day of *August* which was in the year of our Lord 1728 and other good conveyances and assurances in the law; and also all that the manor or lordship of *Gibland*, with the rights, royalties, members and appurtenances thereof in the county of *Hereford*; and also all that capital messuage or tenement, with the arable lands,

The grand-mother grants, &c. to trustees.

The parcels.

General words,

Description by deriving the title.

Other parcels.

Description by
deriving the
title.

Bargain, &c.
for a year men-
tioned.

General words.

Habendum

to the trustees
in fee upon
trusts, &c. after,
viz.

lands, meadows, pasture grounds, hereditaments and appurtenances thereunto belonging or appertaining, or therewith used or enjoyed, situate, lying or being in *Gibland* and *Great Ilford*, or one of them, in the said county of *Hereford*; and also all and every the messuages or tenements, farms, closes, lands, meadows, pastures, commons, feedings, woods, wood-grounds and hereditaments whatsoever late of *Kenrick Kerby*, esq; (one of the late directors of the *South-sea* company) and now of her the said *Anne* duchess dowager of *Andale*, situate, lying or being in or near *Gibland* and *Great Ilford* aforesaid, or either of them, or in *Little Lowt* in the said county of *Hereford*, with their and every of their rights, privileges, members and appurtenances; all which said last mentioned manor, capital messuage, messuages, farms, lands, tenements, hereditaments and premises, were late the estate of the said *Kenrick Kerby*, and by indenture of bargain and sale duly inrolled in chancery, dated the ninth day of *May* which was in the year of our Lord 1727 were sold and conveyed by and from the trustees appointed by act of parliament made in the seventh year of the reign of his late majesty king *George* the First, for raising money upon the estates of the then late sub-governor, deputy-governor and directors of the said *South-sea* company, and others in the same act named, for the purposes therein mentioned, unto and to the use of her the said *Anne* duchess dowager of *Andale*, her heirs and assigns for ever. (All which said manors, capital messuages, farms, lands, tenements, hereditaments and premises herein before granted and released, or mentioned so to be, are now in the actual possession of the said *Edward* earl of *Enden*, and *Finchley*, and *George Gore*, by virtue of a bargain and sale to them thereof made by the said *Anne* duchess dowager of *Andale* for the term of one whole year, in consideration of 10 s. to her paid by the said earl of *Enden* and *Finchley*, and *George Gore*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided) and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of her the said *Anne* duchess dowager of *Andale*, of, in, to or out of the said herein before granted and released manors, messuages, farms, lands, tenements, hereditaments and premises, or any of them, or any part thereof; to have and to hold the said manors, capital messuages, messuages, farms, lands, tenements, hereditaments, and all and singular other the premises herein before granted and released, or mentioned so to be, with their and every of their appurtenances, unto the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their heirs and assigns for ever, to, for and upon such uses, trusts, intents and purposes, and under and subject to such proviso and agreements as are herein after mentioned,

mentioned, expressed and declared of and concerning the same; (that is to say) until the said marriage shall be had and solemnized, and from and after the solemnization thereof, for and during so long time as the said *Daniel D'Este* and *Maria Lewston* his intended wife shall both of them jointly happen to live, to the use and behoof of the said *Anne* duchess dowager of *Andale* and her heirs; and in case (after the said intended marriage had) the said *Daniel D'Este* shall happen to survive and overlive the said *Maria* his intended wife; or in case she shall him survive, and that there shall be no son or sons or issue male of the said *Daniel D'Este* on the body of the said *Maria* his intended wife to be begotten living at the time of his decease, or born alive in due time afterwards, then to the use and behoof of the said *Anne* duchess dowager of *Andale*, and of her heirs and assigns for ever; but in case (after the said intended marriage had) the said *Maria Lewston* shall happen to survive and overlive the said *Daniel D'Este* her intended husband, and that there shall be any son or sons or issue male of the said *Daniel D'Este* on the body of the said *Maria* his intended wife to be begotten living at the time of his decease, or born alive in due time afterwards, then to the use, intent and purpose, that the said *Maria Lewston* and her assigns, from and immediately after the decease of the said *Daniel D'Este* her intended husband, shall and may yearly and every year for so long time as she and any son or sons or issue male of the said intended marriage shall happen jointly to live, have, receive and take out of all and every the said herein before granted and released manors, messuages, lands, tenements, hereditaments and premises, one annuity or yearly rent-charge of 2000 l. of lawful money of *Great Britain*, free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise; the same annuity or yearly rent-charge (during the continuance thereof) to be in full for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law which she can or may have or claim, of, in to or out of all and every or any the manors, lands or hereditaments whereof or wherein the said *Daniel D'Este* her intended husband now is, or at any time hereafter during the coverture between them shall be seised of any estate of freehold and inheritance; and which said annuity or yearly rent-charge of 2000 l. shall (during the continuance thereof as aforesaid) be paid and payable unto her the said *Maria Lewston* and her assigns, at or in the common dining-hall of *Lincoln's-Inn* in the county of *Middlesex*, at the two most usual feasts or days of payment in the year; that is to say, the feasts of the annunciation of the blessed Virgin *Mary* and St. *Michael* the archangel, by even and equal portions; the first payment thereof to begin and be made on such of the same feasts or days of payment as shall first and next happen after the decease of the said *Daniel D'Este*. And to this further use, intent and purpose, that in case the said annuity or yearly rent-charge of 2000 l. or any part thereof as aforesaid, be behind or unpaid by the

during joint lives of husband and wife, to the use of the grandmother; then if the husband survive, or there be no issue male,

to the use of the grandmother in fee;

but if the wife survives, and there be issue male, then

the wife, during her life, (after the husband's death) and continuance of issue male,

to have a rent-charge free of taxes,

for jointure, in bar of dower;

and power, on non-payment at a certain day,

the space of twenty-eight days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Maria Lewston* and her assigns, into all and every the same manors, messuages, lands, hereditaments and premises, or into and upon any part thereof to enter and distrain, and the distress and distresses then and there found to take, lead, drive, carry away and impound, and in pound to detain and keep, or otherwise to dispose thereof according to due course of law, until she or they shall of the said annuity or yearly rent-charge of 2000 *l.* and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof at the days and times in that behalf afore mentioned, be fully paid and satisfied. Provided always, that in case the said annuity or yearly rent-charge of 2000 *l.* shall (during the continuance thereof as aforesaid) be behind and unpaid by the space of forty days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, (being lawfully demanded) then and so often it shall and may be lawful to and for the said *Maria Lewston* and her assigns, into and upon all and every the same manors, messuages, lands, hereditaments and premises, or into and upon any part or parts thereof in the name of the whole, to re-enter, and the same to have, hold, possess and enjoy, and to receive and take the rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, until she or they shall be thereby or therewith, or otherwise, fully satisfied or paid the said annuity or yearly rent-charge of 2000 *l.* and all arrears thereof; and also so much and such part thereof as shall incur and grow due during the time of such her entry and possession, together with such costs, charges, damages and expences as shall be occasioned by non-payment of the said annuity or yearly rent-charge of 2000 *l.* at the days and times herein before for that purpose appointed; and in case the same annuity or yearly rent-charge of 2000 *l.* shall take effect, commence and become payable upon the contingency aforesaid, then as to all the said herein before granted and released manors, messuages, lands, hereditaments and premises, (subject to and charged and chargeable with the same annuity or yearly rent-charge, and such remedies for the same as aforesaid) from and immediately after the decease of the said *Daniel D'Este*, to the use and behoof of the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of ninety-nine years from thence next ensuing and fully to be compleat and ended, without impeachment of waste, upon such trusts nevertheless, and to and for such intents and purposes, and subject to such proviso and agreements as are herein after mentioned, expressed and declared of and concerning the same term; and from and after the end, expiration, or other sooner determination of the said term

to enter and
distrain, &c.

and on non-pay-
ment at a fur-
ther day,

to re-enter and
enjoy

until satisfac-
tion, &c.

and if the an-
nuity take ef-
fect,

the same pre-
misses

to the trustees
for a long term,
sans waste, upon
trusts, &c.
after, &c.

then to the use
of

of ninety-nine years (and in the mean time subject thereto and to the trusts thereof, and also subject, and charged and chargeable as aforesaid) to the use and behoof of the said *Anne* duchess dowager of *Andale*, and of her heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. And as to the said term of ninety-nine years herein before limited to the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so to them limited, in trust for the further and better securing the payment of the aforesaid annuity or yearly rent-charge of 2000*l.* herein before limited and settled upon the said *Maria Lewiston* for her life, in lieu of her dower, at the days and times, and in manner and upon the contingency aforesaid; and therefore if the same annuity or yearly rent-charge of 2000*l.* or any part thereof, shall happen to be behind or unpaid by the space of forty days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Edward* earl of *Enden* and *Finchley* and *George Gore*, their executors, administrators and assigns, from time to time during the continuance of the same annuity or yearly rent-charge of 2000*l.* by and out of the rents, issues and profits of the said manors, messuages, lands, hereditaments and premises comprized in the said term of ninety-nine years, or by demising, leasing or mortgaging the same premises, or a competent part thereof, for all or any part of the same term, to raise and levy such sum and sums of money as shall be sufficient from time to time to pay and satisfy unto the said *Maria Lewiston* and her assigns; her said annuity or yearly rent-charge of 2000*l.* or so much thereof as shall so happen to be behind and unpaid, together with all such costs, charges and expences, as she the said *Maria* or her said trustees, their executors, administrators or assigns, or any of them, shall sustain, expend or be put unto, for or by reason of the non-payment thereof at the days and times, and in manner first herein before in that behalf mentioned, and shall and do pay the same accordingly. And upon this further trust, that they the said *Edward* earl of *Enden* and *Finchley* and *George Gore*, their executors, administrators and assigns, shall and do permit and suffer the said *Anne* duchess dowager of *Andale*, her heirs and assigns, to receive and take the residue and overplus of the rents and profits of the same premises (over and above so much thereof as shall be sufficient from time to time to pay and satisfy the same annuity or yearly rent-charge of 2000*l.* or so much thereof as shall become due and payable upon the contingency aforesaid, and all arrears thereof, and all costs, charges and expences attending the execution of the aforesaid trusts) to and for her and their own use and benefit. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents,

the grand-mother in fee.

The trust of the term declared,

for the better payment of the jointure;

with power on non-payment at a certain day, to raise the same,

and charges.

And upon further trust to permit the grantrix to receive the overplus.

Provided

after the determination of the annuity,

this term to cease.

The grantrix covenants with the trustees

for quiet enjoyment,

(subject to the rent-charge)

free from incumbrances,

(except leases)

and for further assurances.

presents, that from and after the decease of the said *Maria Lewston*, or the determination of the said annuity or yearly rent-charge of 2000*l.* herein before limited to her upon the contingency aforesaid, (which shall first happen) upon payment of all arrears which shall be then due of the same annuity or yearly rent, (if any such there shall then happen to be) together with all costs, charges and expences attending the execution of the aforesaid trusts; then and at all times from thenceforth the said term of ninety-nine years of and in the premises therein comprized, or so much thereof as shall not have been disposed of for the purposes aforesaid, shall cease, determine, and be utterly void to all intents and purposes, any thing herein contained to the contrary notwithstanding. And the said *Anne* duchess dowager of *Andale* doth hereby for herself, her heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their heirs, executors and administrators, in manner following, (that is to say) that all and every the said herein before granted and released manors, messuages, lands, hereditaments and premises, with their appurtenances, shall or lawfully may at all times hereafter remain, continue and be peaceably and quietly held and enjoyed, to the uses, upon the trusts, and subject to the proviso and agreements herein before expressed and declared of and concerning the same; and that subject and liable and overt to, and charged and chargeable with the aforesaid annuity or yearly rent-charge of 2000*l.* unto the said *Maria Lewston* and her assigns, (during the continuance thereof upon the contingency aforesaid) without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Anne* duchess dowager of *Andale*, her heirs or assigns, or of or by any other person or persons lawfully claiming or to claim, from, by or under, or in trust for her, them, or any of them; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved harmless and kept indemnified, of, from and against all former and other gift, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered by the said duchess dowager of *Andale*, her heirs or assigns, or by any other person or persons lawfully claiming or to claim from, by or under, or in trust for her, them, or any of them (except tenants leases for twenty-one years or under, whereupon the improved rents are respectively reserved). And moreover, that she the said duchess dowager of *Andale* and her heirs, and all other persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, at law or in equity, of, in, to or out of the said herein before granted and released manors, messuages, lands, hereditaments and premises, or any part thereof, from, by or under, or in trust for her, them, or any of them, (except as aforesaid) shall and will at any time or times hereafter, during the continuance

tinuance

tinuance of the same annuity or yearly rent-charge of 2000 *l.* upon the contingency aforesaid, upon every reasonable request to be to her or them in that behalf made, make, do and execute, or cause to be made, done and executed, any further or other lawful and reasonable acts, deeds, conveyances and assurances in the law whatsoever, for the further and better conveying and assuring of the same manors, messuages, lands, hereditaments and premises, with their appurtenances, to the uses, upon the trusts, and subject to the proviso and agreements herein before mentioned, expressed and declared of and concerning the same. And for the better and more effectual charging and subjecting the same manors, messuages, lands, hereditaments and premises, with and to the payment thereof of the same annuity or yearly rent-charge of 2000 *l.* (during the continuance thereof) and such remedies for the same as aforesaid, as by the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, or the survivor of them, his heirs, executors or administrators, or his or their counsel learned in the law shall be reasonably advised, or devised and required; so as such further assurances contain in them no further or other warranty or covenants than against the person or persons, his, her or their heirs, who shall make or do the same; and so as the party or parties who shall be requested to make such further assurances be not compelled or compellable, for making or doing thereof, to go or travel from his or their then respective dwellings or places of abode. And this indenture further witnesseth, that in consideration of the said intended marriage, and of the said 10000 *l.* marriage portion of the said *Maria Lewston*, so paid by the said *Lewis* lord *Lewston* to the said *Edward* earl of *Enden* and *Finchley*, and *George Gore* as aforesaid; and in pursuance and part of performance of the said recited agreements on the part of the said *Benjamin* duke of *Andale*, and *Daniel D'Este*; and in consideration of the natural love which the said duke of *Andale* beareth unto the said *Daniel D'Este* his brother, and for his better advancement and preferment in the world; and for providing a competent maintenance for the sole and separate use of the said *Maria Lewston*, during the joint lives of her and the said *Daniel D'Este* her intended husband; and also for providing and settling a competent jointure and provision of maintenance by way of rent-charge upon and for her the said *Maria Lewston*, in case (after the said intended marriage had) she shall happen to survive and overlive the said *Daniel D'Este* her intended husband, and that the said annuity or yearly rent-charge of 2000 *l.* herein before limited and settled upon her by the said *Anne* duchess dowager of *Andale* (upon the contingency aforesaid) shall either never commence and take effect, and become payable, or shall afterwards cease and determine, at any time during the natural life of the said *Maria Lewston*; and for docking, barring and destroying the estate in tail male of the said *Daniel D'Este*, and the said reversion or rent and inheritance in fee-simple of the said *Benjamin* duke of *Andale*, thereupon expectant or depending, of and in the said manors, rectories,

The considerations of this part of the settlement,

and to bar the intail and reversion,

and to settle
lands, &c.

The elder
brother, by the
husband's ap-
pointment, and
the husband,

grant, &c. to
other trustees.

The parcels.

rectories, messuages, lands, tenements, tithes and hereditaments herein after granted and released, or mentioned so to be, every or any part thereof, and all other estates tail, and all reversions and remainders thereupon expectant or depending of and in the same premisses, every or any part thereof, (if any such there be) and for settling, conveying, limiting and assuring the same manors, rectories, messuages, lands, tenements, tithes, hereditaments and premisses, with their appurtenances, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same; and in consideration of the sum of 10 s. of lawful money of *Great Britain*, to the said *Benjamin* duke of *Andale* and *Daniel D'Este* in hand paid by the said *Henry Hill* and *James Jennings*, at or before the execution of these presents, the receipt whereof is hereby acknowledged; he the said *Benjamin* duke of *Andale*, at the request, and by the direction and appointment of the said *Daniel D'Este*, (testified by his being a party to, and his sealing and delivery of these presents) and also the said *Daniel D'Este* have, and each of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release and confirm unto the said *Henry Hill* and *James Jennings*, their heirs and assigns, all those the manors of *Marran* and *Norts*, with their rights, members and appurtenances, in the county of *Oxford*; and also all that rectory impropriate of *Marran*, with the appurtenances, in the said county of *Oxford*, and all glebe-lands, tithes, profits and commodities to the same belonging, and the advowson, donation, presentation and right of patronage of the vicarage of *Marran* aforesaid; and also all that the manor-house of *Marran* aforesaid, with the appurtenances, and the rectory impropriate of *Norts* aforesaid, with the appurtenances, in the same county, and all glebe-lands and tithes of corn and grain in *Norts* aforesaid, and the moiety of the tithes of lamb and wool in *Norts* aforesaid, and the advowson, donation, presentation and right of patronage of the vicarage of *Norts cum Punce* in the said county of *Oxford*; and also all those the manors and lordships of *Quett*, *Great Reynes*, *Little Reynes* and *Sans*, in the county of *Rutland*, with their and every of their rights, members and appurtenances [*here more parcels*]; and all and every the messuages, farms, lands, tenements, tithes and hereditaments whatsoever, whereof or wherein the said *Benjamin* duke of *Andale* and *Daniel D'Este*, or either of them, or any other person or persons, to the use of, or in trust for them or either of them, are or is seised of any estate of freehold or inheritance, either in possession, reversion, remainder or expectancy, situate, lying, being, arising or accruing within the towns, hamlets, fields, parishes or precincts of *Marran*, *Norts*, *Slanton*, *Great Reynes*, *Little Reynes*, [*here more parcels*] every or any of them, in the said counties of *Oxford*, *Rutland*, *Somerset*, every or any of them; and

and all and every the farms, parks, messuages, edifices, build-
ings, dove-houses, orchards, gardens, tofts, crofts, curtilages,
lands, tenements, tenths, tithes, oblations, meadows, feed-
ings, pastures, woods, underwoods, coppices, timber and
timber-trees, rights, commons, waftes, waste-grounds, furzes,
moors, marshes, waters, water-courfes, mills, ponds, pools,
wears, fishings, wrecks, rents, reversions and services, courts,
courts-leet, courts-baron, liberties, law-days, and view of
frankpledge, fines, amercements, reliefs, escheats, waifs,
estrays, goods and chattels of felons and fugitives, free war-
rens, fairs, markets, tolls, customs, ways, passages, and all
other rights, royalties, franchises, jurisdictions, liberties, pri-
vileges, profits, commodities, advantages, emoluments, heredi-
taments and appurtenances whatsoever, to the said several manors,
lordships, rectories, farms, messuages, lands, tenements, he-
reditaments and premisses last herein before granted and released,
or mentioned so to be, every or any of them, or any part thereof,
in any wise belonging or appertaining, or accepted, reputed, taken,
known, demised, letten, used or enjoyed, as part, parcel or
member of them, or any of them; and also all other the manors,
messuages, lands, tenements, tithes and hereditaments what-
soever, which by indenture dated on or about the twenty-ninth
day of *November* which was in the year of our Lord 1700 were
sold, or mentioned to be settled upon the sons of the said *Ben-
jamin* late earl of *Crinton* by the said *Delia* late countess of *Grinton*
his late wife, successively in remainder in tail male, with their
and every of their rights, royalties, members and appurtenances
(all which said manors, rectories, messuages, lands, tenements,
tithes, hereditaments and premisses last herein before granted and
released, or mentioned so to be, are now in the actual possession
of the said *Henry Hill* and *James Jennings*, by virtue of a bargain
and sale to them thereof made by the said *Benjamin* duke of
Andale, and *Daniel D'Este*, for the term of one whole year, in
consideration of 10*s.* to them paid by the said *Henry Hill* and
James Jennings, in and by one indenture bearing date the day
next before the day of the date hereof, and by force of the
statute for transferring uses into possession made and provided);
and the reversion and reversions, remainder and remainders,
rents, issues and profits thereof, and of every part and parcel
thereof; and also all the estate, right, title, interest, trust,
property, claim and demand whatsoever, both at law and in
equity, of them the said *Benjamin* duke of *Andale*, and *Daniel
D'Este*, and of each and either of them, of, in, to or out of the
said last herein before granted and released manors, rectories,
messuages, lands, tenements, tithes, hereditaments and pre-
misses, or any of them, or any part thereof; to have and to
hold the said manors, rectories, messuages, lands, tenements,
tithes and hereditaments, and all and singular other the premisses
herein before granted and released, or mentioned or intended so to
be, with their and every of their appurtenances, unto the said

General words.

Other general
words, referring
to a settlement.

Bargain, &c.
for a year men-
tioned.

General words.

Habendum to the
trustees in fee

(subject to a
jointure).

After the marriage, to the use of the former trustees for a long term, if husband and wife so long live, upon trusts, &c. after;

then to the use of the husband for life *sans waste*; then to the second trustees, to preserve, &c.

then to the use of the first and other sons of the marriage in tail male successively;

Henry Hill and *James Jennings*, their heirs and assigns, (subject to the said estate for life of the said countess dowager of *Crimton*, of and in such part and parts of the same premises as are now in jointure to her as aforesaid) to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisos, limitations and agreements as are herein after mentioned, expressed and declared of and concerning the same; that is to say, to the use and behoof of the said *Daniel D'Este* and his heirs until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then to the use of the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of ninety years from thence next ensuing and fully to be compleat and ended, if they the said *Daniel D'Este* and *Maria Lewston* his intended wife shall both of them so long live, upon the trusts, and subject to the proviso and agreements herein after mentioned, expressed and declared of and concerning the same term; and from and after the expiration or other sooner determination of the said term of ninety years, (determinable as aforesaid) and subject thereto, and to the trusts thereof, to the use and behoof of the said *Daniel D'Este* and his assigns, for and during the term of his natural life, without impeachment of waste; and from and after the determination of that estate, then to the use of the said *Henry Hill* and *James Jennings* and their heirs during the natural life of the said *Daniel D'Este*, in trust to support and preserve the contingent uses and estates thereof herein after limited from being defeated and destroyed, and for that purpose to make entries or bring actions, as the case shall require; but nevertheless to permit and suffer the said *Daniel D'Este* and his assigns during his life, to receive and take the rents and profits of the same premises, and of every part thereof, to and for his and their own use and benefit; and from and after his decease, then to the use and behoof of the first son of the said *Daniel D'Este* on the body of the said *Maria* his intended wife lawfully to be begotten, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second, third, fourth, fifth, sixth, seventh, and all and every the son and sons of the said *Daniel D'Este* on the body of the said *Maria* his intended wife lawfully to be begotten, severally, successively and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons and the heirs male of his body issuing being always preferred, and to take before the younger of such son and sons and the heirs male of his and their body and bodies issuing; and for default of all such sons or issue male of the said *Daniel D'Este* on the body of the said *Maria* his intended wife to be begotten, (whereby and by reason whereof the said annuity or yearly

yearly rent-charge of 2000 *l.* herein before limited to and settled upon her the said *Maria* for her life, for her jointure, by the said *Anne* duchess dowager of *Andale*, by and out of her said manors, lands, hereditaments and estate, in manner and during the continuance of such issue male as aforesaid, shall either never take effect or become payable, or shall afterward cease, determine and become void) then to the use, intent and purpose, that she the said *Maria Lewston* (in case she shall survive and overlive the said *Daniel D'Este* her intended husband) and her assigns, shall and may yearly and every year, for so long time as she shall happen to live, have, receive and take out of all and every the said manors, rectories, messuages, lands, tenements, tithes, hereditaments and premises last herein before granted and released, or mentioned so to be, the like annuity or yearly rent-charge of 2000 *l.* of lawful money of *Great Britain*, free and clear of and from all taxes, charges and deductions whatsoever, parliamentary or otherwise; the same annuity or yearly rent-charge (from and after the commencement thereof) to be in full for her jointure, and in lieu, bar and satisfaction of her dower and thirds at common law, which she can or may have or claim, of, in, to or out of all and every or any the manors, lands or hereditaments, whereof or wherein the said *Daniel D'Este* her intended husband now is, or at any time hereafter during the coverture between them shall be seised of any freehold and inheritance; and likewise in lieu, recompence and satisfaction of and for all future payments of the said annuity or yearly rent-charge of 2000 *l.* herein before limited to her by the said *Anne* duchess dowager of *Andale*; which said annuity or yearly rent-charge of 2000 *l.* last herein before limited to the said *Maria Lewston* as aforesaid, shall (from and after the commencement thereof) be paid and payable unto her the said *Maria Lewston* and her assigns, at or in the common dining-hall of *Lincolns-Inn* aforesaid, at the two most usual feasts or days of payment in the year before mentioned, by even and equal portions; the first payment thereof to begin and be made on such of the same feasts or days of payment as shall first and next happen after the decease of the said *Daniel D'Este*, and such total failure of all sons and issue male between him and the said *Maria* his intended wife to be begotten as aforesaid. And to this further use and intent and purpose, that in case the said last mentioned annuity or yearly rent-charge of 2000 *l.* or any part thereof, shall after the commencement as aforesaid be behind or unpaid by the space of twenty-eight days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Maria Lewston* and her assigns, into all and every the said manors, rectories, messuages, lands, tenements and tithes, hereditaments and premises last herein before granted and released, or mentioned so to be, or into and upon any part thereof to enter and distrain, and the distress and distresses then and there found to take, lead,

then if the wife survive her husband, *sans* issue male, to be subject to a jointure,

free of taxes,

in bar of dower,

and of the rent-charge settled by the grandmother.

And on non-payment at a certain day, power to the wife to distrain

and on non-payment at a further day, power to her to re-enter and enjoy, till payment, &c.

then, (the wife surviving her husband, and failing issue male)

to trustees for a term *years* waste, upon trusts, &c. after;

then to the use of the first and other sons of the husband by

drive, carry away and impound, and in pound to detain and keep, or otherwise to dispose thereof, according to due course of law, until she or they shall of the same annuity or yearly rent-charge of 2000 *l.* and all arrears thereof, and all costs, charges and expences occasioned by non-payment thereof at the days and times in that behalf afore-mentioned, be fully paid and satisfied. Provided always, that in case the said last mentioned annuity or yearly rent-charge of 2000 *l.* shall (after the commencement thereof) be behind and unpaid by the space of forty days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, (being lawfully demanded) then and so often it shall and may be lawful to and for the said *Maria Lewston* and her assigns, into and upon all and every the said last mentioned manors, rectories, messuages, lands, tenements and tithes, hereditaments and premises, or into or upon any part or parts thereof in the name of the whole to enter, and the same to have again, possess and enjoy, and to receive and take the rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, until she or they shall be thereby or therewith, or otherwise, fully satisfied and paid the same annuity or yearly rent-charge of 2000 *l.* and all arrears thereof; and also so much and such part thereof as shall incur and grow due during the time of such her entry and possession, together with all such costs, charges, damages and expences as shall be occasioned by non-payment of the said annuity or yearly rent-charge of 2000 *l.* at the days and times herein before for that purpose appointed. And as to all the said last mentioned manors, rectories, messuages, lands, tenements, tithes, hereditaments and premises, (subject to and charged and chargeable with the same annuity or yearly rent-charge of 2000 *l.* and such remedies as aforesaid) from and immediately after the decease of the said *Daniel D'Este*, (the said *Maria* his intended wife him surviving) and such total failure of all sons and issue male of him the said *Daniel D'Este* on the body of the said *Maria* his intended wife to be begotten as aforesaid, to the use and behoof of the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their executors, administrators and assigns, for and during the full time and term, and unto the full end and term of one hundred years from thenceforth next ensuing and fully to be compleat and ended, without impeachment of waste; upon such trusts nevertheless, and to and for such intents and purposes, and subject to such provisos and agreements as are herein after mentioned, expressed and declared of and concerning the same term. And from and after the determination of the said several uses and estates herein before limited of and concerning the last mentioned manors, rectories, messuages, lands, tenements, hereditaments and premises, as the same shall respectively end and determine, then as to all the same premises, to the use and behoof of the first son of the said *Daniel D'Este* on the body of any other woman whom (after the decease of the

the said *Maria* his intended wife) he may happen to marry, and of the heirs male of the body of such first son lawfully issuing; and for default of such issue, then to the use and behoof of the second, third, fourth, fifth, sixth, seventh, and all and every other the son and sons of the said *Daniel D'Este* on the body of any such other woman lawfully to be begotten, severally, successively and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such son and sons and the heirs male of his body issuing being always preferred, and to take before the younger of such son and sons and the heirs-male of his and their body and bodies lawfully issuing. And for default of all such issue, then to the use and behoof of all and every the daughter and daughters of the body of the said *Daniel D'Este* lawfully to be begotten, and of all and every his grand-daughters, that is to say, the daughter or daughters of the body or bodies of such son or sons of him the said *Daniel D'Este* lawfully to be begotten, to be equally divided between all the said daughters and grand-daughters (if more than one) share and share alike, as tenants in common and not as jointenants, and of the several and respective heirs of the body and bodies of all and every such daughter and daughters, and grand-daughter or grand-daughters lawfully issuing. And in case one or more of such daughters or grand-daughters shall happen to die without issue of her or their body or bodies, then as to the share or shares of her or them so dying without issue, to the use and behoof of the survivors or survivor, or others or other of them, to be equally divided between them (if more than one) share and share alike, to take as tenants in common, and not as jointenants, and of the several and respective heirs of the body and bodies of all and every such surviving or other daughter or daughters, or grand-daughter or grand-daughters lawfully issuing. And in case all such daughters and grand-daughters but one shall happen to die without issue of their bodies, or in case there shall be but one such daughter or grand-daughters, then to the use and behoof of such surviving or only daughter or grand-daughter, and of the heirs of her body lawfully issuing. And for default of all such issue, then to the use and behoof of the said *Daniel D'Este*, and of his heirs and assigns for ever. And as to the said term of ninety years of and in the said last mentioned manors, rectories, messuages, lands, tithes, hereditaments and premisses, herein before limited to the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them, upon the several trusts, and to and for the several intents and purposes, and subject to the proviso and agreements herein after mentioned, expressed and declared of and concerning the same term; that is to say, upon trust, and to the intent and purpose that they the said *Edward*

any other wife, successively in tail-male;

remainder to his daughters and his grand-daughters by his sons, as tenants in common,

in tail,

with cross remainders;

remainder to the husband in fee.

The trust of the first term of these lands declared,

to raise pin-
money for the
wife,

(free of taxes)

capable of in-
crease, &c.

payable to her
or order.

Her receipt to
be sufficient.

And to permit
the husband to
receive the re-
sidue of the
rents.

Provido, no
more than one
year's arrears
of the pin-
money to
be recoverable
after the hus-
band's death,

earl of *Enden* and *Finchley*, and *George Gore*, their executors, administrators and assigns, shall and do yearly and every year, during the joint lives of the said *Daniel D'Este* and *Maria* his intended wife, by and out of the rents, issues and profits of the said last mentioned manors, rectories, messuages, lands, tenements, tithes, hereditaments and premisses, in the first place pay, or cause to be paid, the yearly sum of 400*l.* of lawful money of *Great Britain*, free of all taxes and deductions whatsoever, parliamentary or otherwise, on the four most usual feasts or days of payment in the year, that is to say, the feasts of the blessed Virgin *Mary*, the nativity of St. *John* the baptist, St. *Michael* the archangel, and the birth of our Lord Christ, by even and equal portions; and (from and after any augmentation or increase shall happen to the estate and fortune of the said *Daniel D'Este*) then and from thenceforth the yearly sum of 800*l.* of like money, (in lieu and stead of the said 400*l.*) free of all taxes and deductions whatsoever, parliamentary or otherwise, on the four most usual feasts or days of payment in the year last before mentioned, by the like even and equal portions; the said yearly sum of 400*l.* or the said yearly sum of 800*l.* (as the case may be) to be paid unto such person and persons, and for such uses and purposes, as she the said *Maria* shall from time to time, notwithstanding her coverture, by any note or writing under her hand direct or appoint; and in default of, and until such direction and appointment unto the proper hands of her the said *Maria*, for her own sole and separate use and benefit; whose receipts under her or their respective hand or hands shall from time to time, notwithstanding her coverture, be sufficient discharges to the person or persons who shall so pay the same, for so much thereof for which such receipts shall be given; the first payment of which yearly sum of 400*l.* or of the said yearly sum of 800*l.* (as the case may be) to begin and to be made on such of the same feasts as shall first and next happen after the solemnization of the said intended marriage. And upon this further trust, that they the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their executors, administrators and assigns, shall and do permit and suffer the said *Daniel D'Este* and his assigns to receive and take the residue and overplus of the rents and profits of the same premisses, over and above so much thereof as shall be sufficient from time to time to pay and satisfy the said yearly sum of 400*l.* or the said yearly sum of 800*l.* (as the case may be) as the same shall become due and payable, and all arrears thereof, and all costs and charges attending the execution of the trusts of the said term of ninety years, (determinable as aforesaid) to and for his and their own use and benefit. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that no more than one year's arrears of the said yearly sum of 400*l.* or of the said yearly sum of 800*l.* (as the case may be) shall be answered or paid, or be recoverable after the decease of the said *Daniel D'Este*, unless the same

same arrears shall have been demanded in his life-time, any thing herein before contained to the contrary notwithstanding. And as to the said term of one hundred years herein before limited to the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their executors, administrators and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so to them limited, in trust for the further and better securing the payment of the said last mentioned annuity or yearly sum of 2000*l.* unto the said *Maria Lewston* and her assigns from and after the commencement thereof) for her life for her jointure, and in lieu of her dower, at the days and times, and in manner and upon the contingency aforesaid. And therefore if the same annuity or yearly rent-charge of 2000*l.* or any part thereof, shall happen to be behind and unpaid by the space of forty days next over or after either of the said feasts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their executors, administrators and assigns, from time to time, by and out of the rents, issues and profits of the said last mentioned manors, rectories, messuages, lands, tenements, tithes, hereditaments and premises, or by demising, leasing or mortgaging the same premises, or a competent part thereof, for all or any part of the same term of one hundred years therein, to raise and levy such sum and sums of money as shall be sufficient from time to time to pay and satisfy unto the said *Maria Lewston* and her assigns the same annuity or yearly rent-charge of 2000*l.* or so much thereof as shall so happen to be behind and unpaid, together with all such costs, charges and expences as she the said *Maria*, or her said trustees, their executors, administrators or assigns, or any of them, shall sustain, expend or be put unto, for or by reason of the non-payment thereof at the days and times and in manner first herein before in that behalf mentioned, and shall and do pay the same accordingly. And upon this further trust, that they the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, their executors, administrators and assigns, shall and do permit and suffer such person and persons to whom the next and immediate reversion or remainder and inheritance of the said last mentioned premises expectant on the determination of the said term of one hundred years therein shall for the time being belong or appertain by virtue of these presents, and the limitations herein before contained, to receive and take the residue and overplus of the rents and profits of the same premises over and above so much thereof as shall be sufficient from time to time to pay and satisfy the same annuity or yearly rent-charge of 2000*l.* and all arrears thereof, and all costs, charges and expences attending the execution of the aforesaid trusts of the aforesaid term of one hundred years) to and for his and their own use and benefit. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties

unless demanded in his life time.

The trust of the second term declared,

for better payment of the jointure.

And on non-payment to levy &c.

And to permit persons intitled to receive the residue.

Proviso for ceasing this term.

Leasing power
to the husband,
with restrictions.

The husband
and his elder
brother

covenant to levy
fines,

with proclama-
tions.

parties to these presents, that from and after the decease of the said *Maria Lewston*, and payment of all arrears which shall be then due of the said last mentioned annuity or yearly rent-charge of 2000*l.* (if any such there shall then happen to be) together with all costs, charges and expences attending the execution of the said last mentioned trust; then and at all times from thenceforth the said term of one hundred years of and in the premisses therein comprized, or so much thereof as shall remain undisposed of for the purposes aforesaid, shall cease, determine, and be utterly void to all intents and purposes, any thing herein before contained to the contrary notwithstanding. Provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Daniel D'Este* from time to time, during his natural life, by indenture under his hand and seal, to demise and lease the said last herein before granted and released manors, rectories, messuages, lands, tenements, tithes, hereditaments and premisses, or any of them, or any part thereof, to any person or persons, for any term or number of years not exceeding twenty-one years in possession, and not in reversion, remainder or expectancy, at the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing by way of fine or income, for or in respect of such lease or leases; so as none of the same leases be made dispunishable of waste by any express words therein; and so as in every such leases there be contained a clause of re-entry for non-payment of the rent or rents to be thereby respectively reserved; and so as the lessee and lessees to whom such lease or leases shall be made, seal and deliver counterparts of such lease and leases, any thing herein contained to the contrary notwithstanding. And in further pursuance of the said recited agreement on the part of the said *Benjamin duke of Andale*, and *Daniel D'Este*, and for the considerations, ends, intents and purposes last mentioned, the said *Benjamin duke of Andale*, and *Daniel D'Este*, do hereby for themselves severally and respectively, and for their several and respective heirs, executors and administrators, covenant, promise and grant, to and with the said *Henry Hill* and *James Jennings*, their heirs, executors and administrators, that they the said *Benjamin duke of Andale*, and *Daniel D'Este*, or their respective heirs, shall and will at the costs and charges of the said *Daniel D'Este*, as of the now last *Hilary* term, acknowledge and levy before the justices of his majesty's court of common pleas at *Westminster* one or more fine or fines upon conuſance of right as that, &c. whereupon proclamations shall and may be had and made, according to the form of the statute in that case made and provided, and the usual course of fines in such cases accustomed, unto the said *Henry Hill* and *James Jennings*, and the heirs of one of them, of all the said manors, rectories, messuages, lands, tenements, tithes, hereditaments and premisses last herein before granted

granted and released, or mentioned so to be, with their appurtenances, by such apt and convenient names, quantities, qualities, numbers of acres, and other descriptions to ascertain the same as shall be thought meet; which said fine or fines so as aforesaid, or in any other manner, or at any other time or times levied, or to be levied and acknowledged, and all and every other fine and fines, common recovery and recoveries, conveyances and assurances in the law whatsoever heretofore had, made, levied, acknowledged, suffered or executed, or hereafter to be had, made, levied, acknowledged, suffered or executed, of the same manors, rectories, messuages, lands, tenements, tithes, hereditaments and premises, or any of them, or any part thereof, by or between the parties to these presents, or any of them, or whereunto they, or any of them, are or shall be parties or privies shall be and enure, and shall be adjudged, deemed, construed and taken to be and enure, and so are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the said parties to these presents to be and enure; and the conuzee and conuzees in the said fine or fines named, or to be named, and his and their heirs, shall stand and be seised of all the same manors, rectories, messuages, lands, tenements and tithes, hereditaments and premises, with their appurtenances, to the uses, upon the trusts, and to and for the intents and purposes, and under and subject to the provisos, limitations and agreements herein before mentioned, expressed and declared of and concerning the same premises; and to, for or upon no other use, trust, intent or purpose whatsoever. And the said *Benjamin* duke of *Andale*, and *Daniel D'Este* do hereby for themselves severally and respectively, and for their several and respective heirs, executors and administrators, further covenant, promise, grant and agree; to and with the said *Henry Hill* and *James Jennings*, their heirs, executors and administrators, in manner following, (that is to say) that all and every the said manors, rectories, messuages, lands, tenements, tithes, hereditaments and premises last herein before granted and released, or mentioned so to be, with their appurtenances, shall or lawfully may from time to time, and at all times hereafter, remain, continue and be, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the provisos, limitations and agreements herein before mentioned, expressed and declared of and concerning the same; and shall and may be peaceably and quietly had, held and enjoyed accordingly, (subject to the said estate for life of the said *Thomasin* countess dowager of *Crinton*, of and in such part and parts of the same premises as are now in jointure to her for her life as aforesaid) without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Benjamin* duke of *Andale* and *Daniel D'Este* respectively, or their respective heirs or assigns; or of or by any other person or persons lawfully claiming or to claim any estate, right, title, trust or interest, at law or in equity, of, in to or out of the same manors, rectories, messuages, lands, tenements, tithes, hereditaments

The uses declared

to be those supposed

They further covenant

for quiet enjoyment,

free from incumbrances.

Exceptions, of leases, a jointure,

a term in a settlement

to raise portions,

which has been assigned by way of mortgage,

ditaments and premises, or any of them, or any part thereof, from, by or under, or in trust for them respectively, or from, by or under the said *Benjamin* late earl of *Crinton*, or any other of the ancestors of the said duke of *Andale*, and *Daniel D'Este*, (except as is herein after excepted; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, annuities, rents, arrears of rent, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned, or suffered, by the said *Benjamin* duke of *Andale*, and *Daniel D'Este* respectively, or by their respective heirs or assigns, or by any other person or persons lawfully claiming or to claim, from, by or under, or in trust for them respectively, or from, by or under the said *Benjamin* earl of *Crinton*, or any other of the ancestors of the said *Benjamin* earl of *Andale*, and *Daniel D'Este*; except such tenants leases as are now in being of and in the same premises, or any part thereof, for twenty-one years or under, whereupon the improved yearly rents are respectively reserved; and except the said estate for life of the said *Thomassin* countess dowager of *Crinton*, of and in such part and parts of the said last herein before granted and released premises, (not exceeding in the whole the yearly value of 2000*l.* or thereabouts) as by indenture dated the fourth day of *January* in the year of our Lord 1719. were to her limited for her life, for her jointure, by the said *Benjamin* late earl of *Crinton* her late husband, in pursuance of a power to him in that behalf given or reserved in and by the said indenture of the said twenty-ninth of *November* 1700. and also except the residue of a certain term of five hundred years of and in the premises in the said county of *Oxford*, or great part thereof, which by indenture quinquartite of release and settlement, dated on or about the twenty-fourth day of *January* 1696. and made upon the marriage of the said *Benjamin* late earl of *Crinton* with the lady *Sophia Gand* his first wife, was limited to trustees therein named, in trust for raising 30000*l.* for the portion or portions of the daughter or daughters of the same marriage in case of failure of issue of the same earl by the said lady *Sophia*, (which case afterwards happened) and which said term by indenture quadrupartite, dated the nineteenth day of *September* 1727. was assigned by *Titus Tull* (in whom the same was then legally vested, in trust for the right honourable *Vincent*, commonly called lord viscount *Wam*, and the right honourable *Zara* lady viscountess *Wam* his wife, the only daughter of the said *Benjamin* late earl of *Crinton* by the said lady *Sophia*) unto the said duchess dowager of *Andale*, and the right honourable *Alfred* earl of *Bardon*,

by way of mortgage, for securing to them, as two of the executors of the said *Daniel* late duke of *Andale*, the principal sum of 33000 *l.* and interest for the same, 15000 *l.* whereof, together with all interest incurred due for the said whole principal sum of 33000 *l.* was paid off by the said *Benjamin* duke of *Andale* at divers times before the execution of the said indentures of lease and release of the said thirty and thirty-first days of *December* now last past, and the sum of 18000 *l.* (residue of the said principal sum of 33000 *l.*) together with all interest incurred due for the same, the said *Daniel D'Este* hath before the day of the date of these presents, paid off and satisfied by and with his own proper monies; and by deed-poll bearing date the eleventh day of this instant month of *February*, and indorsed on the said indenture of the said nineteenth day of *September* 1727. the now residue of the said term of five hundred years is assigned, or mentioned to be assigned by the said *Anne* duchess dowager of *Andale*, and *Alfred* earl of *Bardon*, by the direction and appointment of the said *Benjamin* duke of *Andale*, and *Daniel D'Este*, unto *Caleb Car* of *Andale House* near *St. Anne's* gent. his executors, administrators and assigns; in trust to attend, wait upon and go along with the reversion, freehold and inheritance of the premises in the same term comprized, and to be subservient to the uses, trusts and estates thereof herein before limited, to the end to protect and preserve the same from all mesne charges and incumbrances (if any be); and also except one indenture dated on or about the nineteenth day of *December* 1726. whereby the said *Cesar* late earl of *Crinton* the son granted and demised the said manors, lands, hereditaments and premises in the said county of *Rutland*, unto *David Den*, esq; his executors, administrators and assigns, from the day next before the day of the date thereof for the term of five hundred years, without impeachment of waste, by way of mortgage; the residue of which said last mentioned term of five hundred years was afterwards assigned unto the honourable *Edmund Ent*, esq; by way of mortgage, for securing to him the principal sum of 12600 *l.* with interest for the same in the mean time and until payment thereof; which said principal sum of 12600 *l.* and all interest incurred due for the same, the said *Daniel D'Este* hath before the day of the date hereof paid off and satisfied by and with his own proper monies; and the now residue of which said last mentioned term, by indenture bearing date the said ninth day of this instant month of *February*, is assigned by the said *Edward Ent*, by the like direction and appointment of the said *Benjamin* duke of *Andale*, and *Daniel D'Este*, unto *Felix Fish* of *Andale House* aforesaid, doctor in physick, his executors, administrators and assigns, in trust to attend, wait upon and go along with the reversion, freehold and inheritance of the premises in the same term comprized, and to be subservient to the uses, trusts and estates thereof herein before limited, to the end to protect and preserve the same from all mesne charges and incumbrances (if any

to secure a sum

which has been paid off,

and the term has been assigned,

in trust to attend, &c.

and except a mortgage-term

whereon the money has been paid,

and the term assigned,

in trust to attend.

The elder brother and husband covenant for further assurances.

any be). And moreover, that they the said *Benjamin* duke of *Andale*, and *Daniel D'Este* respectively, and their respective heirs, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, at law or in equity, of, in and to, or out of the said manors, rectories, messuages, lands, tenements, tithes, hereditaments and premises last herein before granted and released, or mentioned so to be, or any of them, or any part thereof, from, by or under, or in trust for them respectively, or from, by or under the said *Benjamin* earl of *Crinton*, or any other of the ancestors of the said *Benjamin* duke of *Andale*, and *Daniel D'Este*, (except the said several persons whose several estates and interests are herein before excepted, for and in respect only of such their said several excepted estates and interests) shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *Henry Hill* and *James Jennings*, or the survivor of them, his heirs, executors or administrators, but at the proper costs and charges of the said *Daniel D'Este*, his heirs, executors or administrators, make, do acknowledge, levy, execute and suffer, or cause or procure to be made, done, acknowledged, levied, executed and suffered, all and every such further and other lawful and reasonable acts, deeds, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying, settling and assuring of all the same manors, rectories, messuages, lands, tenements, tithes, hereditaments and premises, with their appurtenances, to, for and upon the several uses, trusts, intents and purposes, and under and subject to the provisos, limitations and agreements herein before mentioned, expressed and declared of and concerning the same, (but subject to the said estate for life of the said *Thomasin* countess dowager of *Crinton*, of and in the premises now in jointure to her as aforesaid, in case she be then living) as by the said *Henry Hill* and *James Jennings*, or the survivor of them, his heirs, executors or administrators, or his or their or any of their counsel learned in the law shall be reasonably advised, or devised and required: so as such further assurances contain in them no further or other warranty or covenants than against the person or persons, his or their heirs who shall make or do the same; and so as the party or parties who shall be requested to make such further assurances, be not compelled or compellable for making or doing thereof to go or travel above five miles from his or their then respective dwellings or places of abode. And this indenture further witnesseth, that in consideration of the said intended marriage, and for other the considerations aforesaid, and for making some provision for the younger children and daughters of the said *Daniel D'Este* on the body of the said *Maria* his intended wife to be begotten, (in case any such there shall be) it is hereby declared and agreed by and between all the said parties, that the said sum of 10000 *l.* so paid by the said *Lewis* Lord *Lewiston* unto the said trustees, the said

Agreement for providing for children

by the wife's portion,

said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, as
 aforesaid, and the said 10000 *l.* *South-sea* annuities so transferred
 by the said *Anne* duchess dowager of *Andale* at the request of
 the said *Daniel D'Este* unto the same trustees as aforesaid, are
 and were so to them paid and transferred respectively, in trust for
 the said *Lewis* lord *Lewston* and *Daniel D'Este* respectively, ac-
 cording and in proportion to their several interests therein at or
 immediately before the time such payments and transfers were re-
 spectively made, until the said intended marriage shall be had and
 solemnized; and from and after the solemnization thereof, then
 upon such trusts, and to and for such intents and purposes, and under
 and subject to such provisos and agreements as are hereinafter men-
 tioned, expressed and declared of and concerning the same; that is
 to say, in trust that they the said *Edward* earl of *Enden* and *Finch-*
ley, and *George Gore*, or such other trustees in whom the trusts
 herein after declared of and concerning the said trust-monies and
 annuities, shall or may for the time being devolve by virtue of
 the proviso herein after in that behalf contained, and the survivor
 of them, his executors and administrators, shall and do permit
 and suffer, and fully authorize and empower the said *Daniel D'Este*
 and his assigns from time to time during his natural life, to
 receive and take the clear yearly dividends, interest and produce,
 as well of the said principal sum of 10000 *l.* as of the said 10000 *l.*
South-sea annuities, as the same shall arise and become due, to
 and for his and their own use and benefit; and from and after
 his decease, then upon trust that the said trustees for the time
 being for the said trust-monies, annuities and premises, and the
 survivor of them, his executors and administrators, shall and do
 pay, apply, transfer and dispose of the same monies, annuities
 and premises, and every part thereof, in manner following, (that
 is to say) in case there shall be one only younger child (son or
 daughter) of the said *Daniel D'Este* on the body of the said
Maria his intended wife to be begotten, besides and except one
 eldest son, or a younger son becoming an eldest or only son, or
 one only daughter, and no son or sons, then shall and do pay
 and transfer the said principal sum of 10000 *l.* and the 10000 *l.*
South-sea annuities, unto such one only younger child, or unto
 such one only daughter, (as the case may be) in manner fol-
 lowing; that is to say, if a son, at his age of twenty-one years,
 and if a daughter, at her age of twenty-one years or day of
 marriage, which shall first happen, if such time of payment and
 transfer happen after the decease of the said *Daniel D'Este*, but
 if in his life-time, then as soon as may be after his decease, and
 not sooner (unless with his express consent, testified in writing
 under his hand). And in case there shall be two or more such
 younger children or daughters, then shall and do pay and transfer
 the said principal sum of 10000 *l.* and the said 10000 *l.* annuities
 unto such one or more of the same younger children or daughters,
 and in such parts, shares and proportions, and under such re-
 strictions as he the said *Daniel D'Este* shall at any time or times

and the *South-*
sea annuities
 transferred by
 the husband's
 grandmother,
 &c.

The husband to
 take the profits
 during life;

then the trust-
 tees

to pay, &c.
 to an only
 younger child,

at a certain
 time;

or if more than
 one among
 them,

as the father
 shall appoint.
 during

If no such
appointment
then equally
among them ;

at what times.

Benefit of sur-
vivorship
among them in
certain cases.

The profits to
go for mainte-
nances, &c.

Provided, if no
such younger
child, &c.

during his life, by any writing or writings under his hand and seal, attested by two or more credible witnesses, or by his last will and testament, to be by him signed, sealed and published in the presence of the like number of witnesses, direct, limit or appoint : and in default of such direction, limitation and appointment, then in trust to pay and transfer the said principal sum of 10000/. and the said 10000/. annuities, and every part thereof, unto and amongst all and every the same younger children or daughters, (as the case may be) equally to be divided between them, share and share alike ; the share or shares of such of them as shall be a son or sons to be paid and transferred unto him or them at his or their respective age or ages of twenty-one years, and the share or shares of such of them as shall be a daughter or daughters to be paid and transferred unto her or them at her or their respective age or ages of twenty-one years, or day or days of marriage, which shall first happen, if such respective times of payment and transfer happen after the decease of the said *Daniel D'Este*, but if in his life-time, then as soon as may be after his decease, and not sooner, (unless with his express consent, testified in writing under his hand). Provided always, that in case any of the said younger children or daughters shall happen to die before the respective times following, that is to say, any son or sons before the age of twenty-one years, or any daughter or daughters before the age of twenty-one years or day of marriage, or that any younger son shall become an eldest or only son before he attain the age of twenty-one years, then the part or share, or parts or shares of him, her or them so dying, or becoming an eldest son as aforesaid, shall go and be paid and transferred unto the survivors or survivor, or others or other of them (but subject to such direction or appointment to be made thereof between them, by the said *Daniel D'Este* as aforesaid) ; and in default thereof, then to be equally divided amongst them, share and share alike, as and when his, her or their original share or shares shall be payable and transferrable respectively as aforesaid. And upon this further trust, that the said trustees for the time being for the said trust-monies, annuities and premisses, shall and do in the mean time from and after the decease of the said *Daniel D'Este*, and until the same monies, annuities and premisses shall become payable and transferrable as aforesaid, pay, apply and dispose of the clear yearly dividends, interest and produce thereof, as the same shall from time to time become due and payable and be received, for and towards the respective maintenances and educations of the same younger child or younger children, or daughter or daughters who for the time being shall be intitled to the principal of the said trust-monies and annuities. Provided always, that in case there shall be no such younger child or younger children, (except as aforesaid) nor any daughter or daughters of the said *Daniel D'Este* on the body of the said *Maria* his intended wife, or being such, and that all of them being a son or sons shall happen to die, or become an eldest or only son before

before any of them attain the age of twenty-one years, or being a daughter or daughters, shall happen to die before any of them attain the said age of twenty-one years or be married, then upon trust that the said trustees for the time being for the said trust-monies and annuities shall and do (after payment of their costs and charges, in and about the execution of the trusts hereby in them reposed, in relation to the same premises) pay, transfer and make over the said sum of 10000*l.* and the said 10000*l.* *South-sea* annuities, and all the future and accruing dividends, interest and produce thereof, unto the said *Daniel D'Este*, his executors or administrators, to and for his and their own use and benefit, or as he or they shall direct or appoint, any thing herein before contained to the contrary notwithstanding. Provided always, and it is hereby declared and agreed by and between all the said parties to these presents, that in the mean time from and after the solemnization of the said intended marriage and until the said trust monies and annuities shall be applied and disposed of upon the trusts and for the purposes aforesaid, it shall and may be lawful to and for the said trustees for the time being for the same monies and annuities, or the survivor of them, his executors or administrators, with the consent and approbation of the said *Lewis Lord Levenson*, and *Daniel D'Este* and *Maria* his intended wife, or the survivors or survivor of them, or the executors or administrators of such survivor, (testified in writing under his, her or their hand or hands) to lend and place out the said principal sum of 10000*l.* or any part thereof, upon any publick or private real security or securities at interest, or to lay out and invest the same or any part thereof in the purchase of stock in the bank of *England*, or of *South-sea* annuities, or other publick stocks or funds, (except stock in the *South-sea* company and *East-India* company) or to deposit the same in the bank of *England* for safe custody, subject to and upon the trusts aforesaid; and also with such consent and approbation as aforesaid to sell and dispose of the said 10000*l.* *South-sea* annuities, or any part thereof, and to lend, place, lay out or invest the monies thereby arising, or any part thereof, in like manner as is herein before mentioned with respect to the said principal sum of 10000*l.* and from time to time to call, receive and take in the monies to be so lent or placed out on securities as aforesaid, or to sell and dispose of the stocks, annuities or funds to be so purchased as aforesaid, or any part thereof, in manner afore-mentioned, as often as they shall think fit, with such consent and approbation as aforesaid, and subject to and upon the trusts before mentioned. Provided also, and it is hereby further declared and agreed by and between all the said parties to these presents in manner following, that is to say, that whatever sum or sums of money shall at any time or times hereafter during the continuance of the aforesaid trusts, be paid in by authority of parliament, or otherwise by way of redemption, or in part of the principal or capital of the aforesaid 10000*l.*

This trust-estate to be transferred to the husband.

Power to the trustees (with consent, &c.)

to place it out on securities,

(except certain stocks)

and to call it in, &c.

Provided, that monies paid off by parliament, &c.

South-sea annuities, or any part thereof, or of any other annuities or publick stocks, funds or securities, to be purchased with the aforesaid trust-monies, or any part thereof, or in or upon which the said trust-monies, or any part thereof shall or may in pursuance of the said premisses, and the trusts aforesaid, be lent, laid out and invested, or in which the same shall or may consist, shall from time to time be paid to and received by the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, or the trustee or trustees for the time being for the said trust-monies and premisses; in trust to be by him or them again lent, placed, laid out or invested, in manner, and with such consent and approbation as aforesaid, and subject to and upon the trusts before mentioned, or such of them as shall then be subsisting. And further, that in case the said *Edward* earl of *Enden* and *Finchley*, and *George Gore*, or either of them, shall happen to die and depart this life during the continuance of the said last mentioned trusts, or any of them, then and in such case it shall and may be lawful to and for the said *Lewis* Lord *Lewiston*, and *Daniel D'Este* and *Maria Lewiston* his intended wife, or the survivors or survivor of them, or the executors or administrators of such survivor by any writing or writings under his, her or their hand and seal, or hands and seals, attested by two or more credible witnesses, to nominate, substitute or appoint any new trustee or trustees for the purposes aforesaid, in the place and stead, or places or steads of him or them who shall so happen to die; and so from time to time, and as often as there shall be occasion to nominate, substitute or appoint any other new trustee or trustees for the purposes aforesaid, in the place and stead of any succeeding trustee or trustees to be nominated or appointed as aforesaid, and who shall happen to die before the same trusts shall be fully performed; and that when and so often as any new trustee or trustees shall be nominated or appointed as aforesaid, the said trust-monies, annuities and premisses, and all stocks or funds in which the same or any part thereof shall be then invested, and all securities of what kind soever upon which the same monies and premisses or any part thereof shall be then lent, or whereby the same or any part thereof shall be then secured, shall immediately after any such nomination or appointment of any new trustee or trustees as aforesaid, be assigned and transferred so and in such sort as that the same shall be legally and effectually vested in the surviving or former trustee (if any such there be) and such new trustee or trustees, upon the trusts aforesaid, or such of them as shall be then subsisting; all which new trustee or trustees shall and may from and after he or they shall be so nominated or appointed as aforesaid, in all things act in the management, carrying on and execution of the said last mentioned trusts, every or any of them, in conjunction with the surviving or former trustee for the same premisses, (if any such there be) as fully and effectually in all respects, and to all intents and purposes, as if he or they had been originally in and by these presents

shall be again placed out.

Provision for filling up the number of trustees.

This trust estate to be assigned, &c. to the new set of trustees,

with like powers, &c.

present nominated or appointed a trustee or trustees for the purposes aforesaid, any thing herein before contained to the contrary notwithstanding. And it is hereby further declared and agreed by and between all the said parties to these presents, that the said last named trustees, parties hereto, or any new trustee or trustees to be nominated or appointed as aforesaid, or any of them, their or any of their executors or administrators, shall not be charged or chargeable with, or accountable for any more of the said trust-monies and premisses than he or they respectively shall actually receive by virtue of the trusts aforesaid, nor with or for any loss which shall happen of the same monies and premisses, or any part thereof, so as such loss happen without his or their wilful default; nor the one of them for the other or others of them, or for the acts, deeds, receipts, disbursements or defaults the one of the other or others of them, but each of them only for his own acts, deeds, receipts, disbursements and defaults. And also, that it shall and may be lawful for the trustees for the time being for the said trust-monies, annuities and premisses, and each and every of them, their and each and every of their executors and administrators, in the first place, by and out of the same premisses to deduct and reimburse him and themselves respectively all such loss, costs, charges, damages and expences, as he, they, or any of them shall respectively sustain, expend or be put unto, for or by reason of the aforesaid trusts in relation to the aforesaid premisses or any of them, or the management and execution thereof, or any other thing in any wise relating thereunto. In witness, &c.

The clause of indemnity to the trustees.

A settlement before marriage, referring to another No. 22. deed of this date. The wife, with the husband's consent, releases lands, and assigns terms, and goods to trustees, to be at her disposal; and if no disposal to her brother's children. Part of the lands, (comprized in the other deed) subject to her husband's estate for life.

THIS indenture tripartite, made the tenth day of May anno domini 1721 and in the seventh year of the reign of our sovereign lord George, by the grace of God, of Great Britain, France and Ireland king, defender of the faith, &c. between Anne Ash of Bidford in the county of Chester, widow and relict of Daniel Ash late of Bidford aforesaid, gent. deceased, and sole executrix of his last will and testament, and also residuary legatee and devisee therein named, of the first part, Fulk Fox of London, merchant, of the second part, and Hugh Hart of, &c. esq; and Kenelm Keat of Bidford aforesaid, gent. of the third part. Whereas a marriage is intended by the permission of God

The parties.

The intended marriage recited,

another deed of
this date re-
cited,

whereby the
wife conveyed
lands, upon
trusts after
mentioned.

An agreement
recited, that
the wife shall
enjoy the rents
of her lands,

and the use of
her personal
estate, separate,
&c. with liberty
to dispose, &c.

subject to her
husband's estate
for life, in part.
The wife,

with the hus-
band's consent,

shortly to be had and solemnized between the said *Fulk Fox* and the said *Anne Ash*. And whereas by indenture tripartite bearing even date with these presents, and made or mentioned to be made between the said *Fulk Fox* of the first part, the said *Anne Ash* of the second part, and the said *Hugh Hart* and the said *Kenelm Keat* of the third part, she the said *Anne Ash*, in consideration of the said intended marriage, and for other the considerations therein mentioned, hath granted and conveyed all and every her messuages, lands, tenements and hereditaments in *Bidford* aforesaid, unto the said *Hugh Hart* and *Kenelm Keat*, their heirs and assigns, to and for the uses, intents and purposes herein after mentioned; that is to say, to the use of the said *Anne Ash* and her heirs until the said intended marriage shall be had and solemnized; and from and after the solemnization thereof, then to the use of the said *Hugh Hart* and *Kenelm Keat*, their heirs and assigns during the natural life of her the said *Anne Ash*, upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same estate; and from and after the decease of the said *Anne Ash*, then to the use and behoof of the said *Fulk Fox* and his assigns, for and during the term of his natural life; and from and after his decease, then to the use and behoof of the said *Hugh Hart* and *Kenelm Keat*, their heirs and assigns for ever; upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same estate. And whereas in prospect and consideration of the said intended marriage, it hath been agreed by and between the said *Fulk Fox* and *Anne Ash*, that notwithstanding such marriage, she the said *Anne* should during her life have and enjoy to and for her own sole and separate use and benefit, without the controul or intermeddling of the said *Fulk Fox*, or being subject or liable to his debts or engagements, all the rents and profits of all and every her messuages, lands, tenements and hereditaments, as well freehold as leasehold; and also the use of all her personal estate whatsoever, together with full power, liberty and authority for her the said *Anne Ash*, at any time or times hereafter, notwithstanding her coverture, at her own free will and pleasure to dispose of all and singular her messuages, lands, tenements, hereditaments, and other her real and personal estate, or any part or parts thereof, in such manner, and for such uses and purposes as she, whether married or sole, should think fit, (subject only to the estate for life of the said *Fulk Fox* in the premises in *Bidford* aforesaid). Now this indenture witnesseth, that in pursuance of the said recited agreement, and for the ends, intents and purposes afore mentioned, and for and in consideration of the sum of 10*s.* of lawful money of *Great Britain* to the said *Anne Ash* in hand paid by the said *Hugh Hart* and *Kenelm Keat*, at or before the enfeoffing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said *Anne Ash*, by and with the privity, consent and agreement of the

the said *Fulk Fox*, testified by his being a party to, and his sealing and delivery of these presents, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said *Hugh Hart* and *Kenelm Keat*, their heirs and assigns, all that the manor and lordship, or reputed manor or lordship of *Luvan*, with the rights, members and appurtenances thereof or thereunto belonging, or therewith used or enjoyed in the parish of *Marran* or elsewhere in the county of *Norfolk*; and also all that capital messuage or farm-house, and all lands, tenements and hereditaments thereunto belonging or appertaining, or therewith used or enjoyed, situate, lying and being in the said parish of *Marran* in the said county of *Norfolk*, and now or late in the possession or occupation of *Oliver Ort*, his undertenants or assigns; and also all that messuage or tenement, with the appurtenances, commonly called or known by the name of *Pule Place*, together with the work-house, barns, stables, gardens, orchards, and several closes and pieces or parcels of arable, meadow and pasture ground, with the appurtenances, to the same messuage belonging or appertaining, or therewith letten, used or enjoyed, situate, lying and being in the parish of *Quigg* in the county of *Suffolk*; and all those three pieces or parcels of land, with the appurtenances, commonly called or known by the name of *South Land*, lying and being in the said parish of *Quigg*; which said last mentioned messuage or tenement, lands, ground and hereditaments, now are or late were in the possession or occupation of *Titus Truby*, his undertenants or assigns; and also all those two messuages or tenements, with the out-houses, stables, coach-houses, yards, gardens, orchards, ground and hereditaments thereunto belonging or in any wise appertaining, or therewith or with either of them used, occupied, possessed or enjoyed, situate, lying or being in or near [*here more parcels in a third county*] and all other the messuages, lands, tenements, ground and hereditaments of her the said *Anne Ash*, or whereof or wherein she, or any person or persons in trust for her, is or are seised of any estate of freehold or inheritance in possession, reversion, remainder or expectancy, situate, standing, lying or being within the said several counties of *Norfolk*, *Suffolk* and *Chester*, or any of them, or elsewhere in the kingdom of *Great Britain*; all which said manors, messuages, lands, tenements, hereditaments and premisses, are now in the actual possession of the said *Hugh Hart* and *Kenelm Keat*, by virtue of a bargain and sale to them thereof made by the said *Anne Ash* for the term of one whole year, in consideration of 10*s.* by indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both in law and equity, of her the

grants, releases,
&c. to trustees.

The parcels.

General words.

Bargain, &c.
for a year mentioned.

General words.

said *Anne Ash*, of, in, to or out of the same manors, messuages, lands, tenements, hereditaments and premises, or any of them, or any part thereof; to have and to hold the said manor, messuages, lands, tenements and hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said *Hugh Hart* and *Kenelm Keat* and their heirs, to the use of the said *Hugh Hart* and *Kenelm Keat*, and of their heirs and assigns for ever; upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same.

Habendum And whereas the said *Anne Ash* is and stands possessed of and intitled unto the residue of several long terms for years yet to come and unexpired of and in the several leasehold messuages or tenements, ground and hereditaments herein after mentioned or intended to be assigned; that is to say, of and in all those four several messuages or tenements, with their appurtenances, situate, standing or being in or near [here the parcels and descriptions] in the said county of *Chester*. Now this indenture further witnesseth, that in further pursuance of the said recited agreement, and for the considerations aforesaid, she the said *Anne Ash*, with the like privity and consent of the said *Fulk Fox*, testified as aforesaid, hath bargained, sold, assigned and set over, and by these presents doth bargain, sell, assign and set over unto the said *Hugh Hart* and *Kenelm Keat*, their executors, administrators and assigns, all and every the said several leasehold messuages or tenements, ground and hereditaments and premises before mentioned; and all other the leasehold messuages or tenements, ground and hereditaments whatsoever of her the said *Anne Ash* within the said county of *Chester*, or elsewhere in *England*; and the reversion and reversions, remainder and remainders, rents, issues and profits of the said several leasehold messuages or tenements, ground, hereditaments and premises, and of every of them, and of every part and parcel thereof; and all the estate, right, title, interest, term and terms for years yet to come and unexpired, trust, property, claim and demand whatsoever, both in law and equity, of the said *Anne Ash*, of, in, to or out of the same messuages or tenements, ground, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said several leasehold messuages or tenements, ground, hereditaments and other the said last mentioned premises, with their and every of their appurtenances, unto the said *Hugh Hart* and *Kenelm Keat*, their executors, administrators and assigns from henceforth, for and during all the rest and residue yet to come and unexpired of the several and respective terms of years therein, (subject to the rents and covenants in the several indentures of lease of the same premises respectively reserved and contained) upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same. And it is hereby declared and agreed by and between

Recital that the wife is possessed, &c. of terms for years.

upon trusts after, &c.

She, with the husband's consent,

assigns them to trustees.

General words.

Habendum

(subject to rents and covenants)

upon trusts after, &c.

The trusts of the freeholds declared

all

all the said parties to these presents, that as well the said manor, messuages, lands, tenements, hereditaments and premisses herein before mentioned to be hereby granted, released and assigned to the said *Hugh Hart* and *Kenelm Keat*, their heirs, executors, administrators and assigns respectively as aforesaid, as also the said estate of and in the said messuages, lands, tenements and hereditaments in *Bidford* aforesaid, by the said recited indenture tripartite so limited to them the said *Hugh Hart* and *Kenelm Keat*, their heirs and assigns, during the natural life of her the said *Anne Ash* as aforesaid, and the said estate of and in the same premisses in *Bidford* aforesaid, by the same indenture limited, to the use of them the said *Hugh Hart* and *Kenelm Keat*, their heirs and assigns, from and after the decease of the said *Fulk Fox* as aforesaid, are and were so granted, released and limited to them respectively, upon such trusts, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same; that is to say, upon trust that they the said *Hugh Hart* and *Kenelm Keat*, their executors, administrators and assigns respectively, shall and do from time to time, during the life of the said *Anne Ash*, pay and dispose of the clear rents, issues and profits of all the said manors, messuages, tenements, hereditaments and premisses, unto such person or persons, and in such parts and proportions, manner and form, as she the said *Anne Ash* shall from time to time, notwithstanding her coverture, by any writing or writings under her hand direct or appoint, to the intent that the same may not be at the disposal of, or subject or liable to the controul, debts or engagements of the said *Fulk Fox* her intended husband, but only at her own sole and separate dispose. And in default of, and until such direction and appointment, to the proper hands of the said *Anne Ash*; or otherwise shall and do permit and suffer her to receive and take the same to and for her own sole and separate use and benefit; whose receipt under her hand shall from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who shall so pay the same, for so much thereof for which such receipt shall be given. And upon this further trust, that they the said *Hugh Hart* and *Kenelm Keat*, their heirs, executors, administrators and assigns respectively, shall and do dispose of all and every the aforesaid manors, messuages, lands, tenements, hereditaments and premisses (subject to the estate for life of the said *Fulk Fox* of and in the premisses in *Bidford* aforesaid) unto such person or persons, and for such estate and estates, and in such parts and proportions, and charged or chargeable with such rents, annuities, sum or sums of money payable either annually or otherwise, and in such manner and form, with or without power of revocation, as she the said *Anne Ash* shall from time to time, notwithstanding her coverture, and whether she shall be sole or married, by any writing or writings under her hand and seal, attested by two or more credible witnesses, or by her

during her life,
to pay the rents,

as she shall appoint;

not subject to
the controul of
her husband.

If no appointment,
to her
own hands.

Her receipt to
be sufficient.

And to dispose
of part (subject
to the husband's
life estate)

as the wife
appoint.

And in default of appointment, to the children of her brother deceased.

The wife, with the husband's consent,

assigns goods, &c. in a schedule, &c.

(Power to recover, &c.)

upon trust to permit her to use and dispose.

If no disposition, then to her brother's children.

The husband covenants not to obstruct,

but to do acts to establish the disposition, &c.

last will and testament in writing, or any writing purporting her last will and testament, to be by her signed, sealed or published in the presence of three or more credible witnesses, direct, limit or appoint: and in default of such direction, limitation or appointment, then to and amongst such child or children of *Kenrick Ker* deceased, late brother of her the said *Anne Ash*, as shall be living at the time of her decease, and the heirs, executors, administrators and assigns of such child or children respectively. And this indenture further witnesseth, that in further pursuance of the said recited agreement, and for the considerations aforesaid, she the said *Anne Ash*, with the like privity and consent of the said *Fulk Fox*, testified as aforesaid, doth hereby grant, assign, transfer and set over unto the said *Hugh Hart* and *Kenelm Keat*, all and every the goods, chattels, household-stuff, plate, jewels, rings, and other things in the schedule hereunto annexed particularly mentioned, and all other the personal goods and chattels of her the said *Anne Ash*; to have, hold, receive, take and enjoy the same, and every part thereof, unto the said *Hugh Hart* and *Kenelm Keat*, their executors, administrators and assigns, together with full power, licence and authority to ask, demand, suffer, recover and receive the same, and every part thereof; upon such trusts nevertheless, and to and for such intents and purposes as are herein after mentioned, expressed and declared of and concerning the same; (that is to say) upon trust to permit and suffer her the said *Anne Ash*, from time to time, and all times hereafter, notwithstanding her coverture, or whether she shall be sole or married, to have, use, enjoy and wear the same, or any of them, and to give away and dispose of the same, and every or any part thereof, at her free will and pleasure, by any writing or writings under her hand; it being the true intent and meaning of these presents, that the same, or any part thereof, shall not be under the controul of the said *Fulk Fox* her intended husband, or subject or liable to his debts or engagements. And in default of such disposition, then upon trust that they the said *Hugh Hart* and *Kenelm Keat*, and their executors, administrators or assigns, shall and do deliver the same, or such part thereof whereof no such disposition shall be made as aforesaid, to such child or children of the said *Kenrick Ker* as shall be living at the time of the decease of her the said *Anne Ash* as aforesaid, his, her or their executors or administrators. And the said *Fulk Fox* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Hugh Hart* and *Kenelm Keat*, their executors, administrators and assigns, that he the said *Fulk Fox* shall not nor will at any time hereafter obstruct or hinder the said *Anne* his intended wife in the making such disposition, direction, limitation or appointment of the premises, or any part thereof; but that his heirs, executors and administrators, shall and will at any time or times hereafter, at the request, costs and charges of the said *Hugh Hart* and

and *Kenelm Keat*, or the survivor of them, or the executors or administrators of such survivor, make, do and execute any further or other lawful and reasonable act, deed, or thing, acts, deeds or things as well for the better enabling her thereunto, as for the further and better granting, conveying, assigning and assuring all and every or any the premises unto the said *Hugh Hart* and *Kenelm Keat*, their heirs, executors, administrators and assigns respectively in manner aforesaid, upon such trusts, and to and for such intents and purposes as are herein before mentioned, expressed and declared of and concerning the same respectively, in manner aforesaid. And lastly, it is hereby declared and agreed by and between all the said parties to these presents, that it shall and may be lawful to and for the said *Hugh Hart* and *Kenelm Keat*, their heirs, executors, administrators and assigns, and every of them, in the first place, by and out of the premises to deduct and reimburse themselves and every of them all such loss, costs, charges, damages and expences, as they and every or any of them shall be put unto or sustain, for or by reason of the trusts hereby in them reposed, or the management or execution thereof, or any other thing in any wise relating thereto. In witness, &c.

The trustees
may reimburse
themselves.

See *Marriage Articles* before. And
for *Settlements after Marriage*,
See *Settlements*.

Demorials. See *Purchases*.

Mortgages.

No. 1. *A mortgage from one to one, by a demise of houses, &c. for years.*

The considera-
tion.

The grant, &c.
and demise.

The parcels.

and all other
messuages, there
&c.

Habendum

THIS indenture made the tenth day of *May anno Domini* 1732. and in the fifth year of the reign, &c. between *Andrew Archer* of *London*, esq; of the one part, and *Bryan Bray* of *London*, esq; of the other part, witnesseth, that for and in consideration of the sum of 500*l.* of lawful money of *Great Britain* to the said *Andrew Archer* in hand paid by the said *Bryan Bray*, at or before the enfeoffing and delivery of these presents, the receipt whereof he the said *Andrew Archer* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Bryan Bray*, his executors, administrators and assigns, and every of them for ever by these presents, he the said *Andrew Archer* hath granted, bargained, sold and demised, and by these presents doth grant, bargain, sell and demise unto the said *Bryan Bray*, his executors, administrators and assigns, all those several messuages, tenements or dwelling-houses, buildings, ground and hereditaments of him the said *Andrew Archer*, situate, standing or being on the south east-side of a certain street in *Cleden* in the county of *Devon*, called *Egar-street*, and herein after particularly mentioned; that is to say, one messuage or dwelling-house, with the stables and appurtenances thereunto belonging, or therewith used or enjoyed, now or late in the holding or occupation of *Francis Fry*, yeoman, his undertenants or assigns, another messuage or dwelling-house with the appurtenances, now or late in the holding or occupation of *Gilbert Gale*, merchant, his undertenants or assigns, [*many other parcels*] and all other the messuages, tenements or dwelling-houses, buildings, ground and hereditaments, with their and every of their rights, members and appurtenances of him the said *Andrew Archer*, situate, standing, lying or being in *Cleden* aforesaid in the said county of *Devon*, together with all ways, waters, lights, easements, privileges, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever to the said messuages or dwelling-houses, buildings, ground, hereditaments and premises, or any of them belonging or in any wise appertaining, or therewith used, occupied, possessed or enjoyed; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; to have and to hold the said messuages, tenements or dwelling-houses, buildings, ground, hereditaments,

reditaments, and all and singular other the premisses, with their and every of their appurtenances, unto the said *Bryan Bray*, his executors, administrators and assigns, from the day next before the day of the date hereof, for and during the full time and term, and unto the full end and term of one thousand years from thence next ensuing and fully to be compleat and ended, without impeachment of or for any manner of waste; yielding and paying therefore the rent of a pepper-corn on the feast-day of St. *Michael* the archangel in every year, if the same shall be lawfully demanded. Provided always, and upon condition nevertheless, that if the said *Andrew Archer*, his heirs, executors or administrators, shall and do well and truly pay, or cause to be paid, unto the said *Bryan Bray*, his executors, administrators or assigns, at or in the common dining-hall of *Lincoln's-Inn* in the county of *Middlesex*, the full and just sum of 510*l.* of lawful money of *Great Britain*, upon the tenth day of *November* next ensuing the date hereof, without any deduction, defalcation or abatement out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause, or thing whatsoever, taxed, charged or imposed, or to be taxed, charged or imposed upon the premisses, or any of them, or upon the said *Bryan Bray*, his executors, administrators and assigns, or any of them, for or in respect thereof, by authority of parliament or otherwise howsoever, then and in such case, and at all times from thenceforth these presents, and the term and estate hereby granted, and every clause and sentence herein contained shall cease, determine, and be utterly void to all intents and purposes, any thing herein contained to the contrary notwithstanding. And the said *Andrew Archer* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Bryan Bray*, his executors, administrators and assigns, in manner following, (that is to say) that he the said *Andrew Archer*, his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *Bryan Bray*, his executors, administrators or assigns, the said sum of 510*l.* at such time and place, and in such manner and form, as are herein before mentioned for payment thereof; without any deduction or abatement out of the same, or any part thereof, for taxes or otherwise as aforesaid, according to the purport of the aforesaid proviso, and the true intent and meaning of these presents; and also that he the said *Andrew Archer* is and standeth lawfully, rightfully and absolutely seised in his demesne as of fee of and in the said messuages or dwelling-houses, buildings, ground, hereditaments and premisses, of a good, sure, lawful, absolute and indefeasible estate of inheritance in fee-simple to him and his heirs, without any reversion or remainder, trust, limitation, power of revocation, use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void, lessen, incumber or determine the same. And also

to the mortgagee, his executors, &c. for one thousand years, sans waste,

at a pepper-corn rent.

Proviso to be void on payment of 510*l.* at a certain time and place.

Covenant for true payment,

and that the mortgagor is seised in fee,

that

and that he has
good right, &c.
to demise, &c.

and that after
default of pay-
ment the mort-
gagee may enter
and enjoy,

free from in-
cumbrances,

and for further
assurances on
request, (after
default of pay-
ment) to make
the term abso-
lute and irre-
deemable.

that he the said *Andrew Archer* hath at the time of the enfealing and delivery hereof in himself good right, full power, and lawful and absolute authority to grant and demise the said messuages or dwelling-houses, buildings, hereditaments and premises, with their appurtenances, unto the said *Bryan Bray*, his executors, administrators and assigns, for and during the said term of one thousand years as aforesaid; according to the purport, true intent and meaning of these presents. And further, that it shall and may be lawful to and for the said *Bryan Bray*, his executors, administrators and assigns, from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 510*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said messuages or dwelling-houses, buildings, hereditaments and premises, and to receive and take the rents and profits thereof, and of every part thereof, for and during all the residue which shall be then to come and unexpired of the said term of one thousand years, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Andrew Archer*, his heirs or assigns, or of or by any other person or persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Andrew Archer*, his heirs, executors or administrators well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and singular former and other gifts, grants, bargains, sales, leases, mortgages, estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or to be had, made, done, committed or suffered by the said *Andrew Archer*, his heirs or assigns, or by any other person or persons whomsoever. And moreover, that he the said *Andrew Archer* and his heirs, and all and every other person and persons having or lawfully claiming, or which shall or may have or claim any estate, right, title, trust or interest, of, in, to or out of the said messuages or dwelling-houses, buildings, hereditaments and premises, or any of them, or any part thereof, shall and will from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 510*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, upon every reasonable request, at the proper costs and charges in the law of the said *Bryan Bray*, his executors, administrators or assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying and assuring of all and singular the said messuages or dwelling-houses, buildings, hereditaments and premises, with
their

their appurtenances, unto the said *Bryan Bray*, his executors, administrators and assigns, for and during all the residue which shall be then to come of the said term of one thousand years, without impeachment of waste, discharged of the aforesaid proviso for redemption of the premises, or any equity thereupon, as by the said *Bryan Bray*, his executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably advised, or devised and required. And it is hereby declared and agreed by and between the said parties to these presents, that in the mean time, and until default shall happen to be made of or in payment of the said sum of 510*l.* or some part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, it shall and may be lawful to and for the said *Andrew Archer* and his heirs peaceably and quietly to have, hold and enjoy all and singular the said messuages or dwelling-houses, buildings, hereditaments and premises, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble or interruption of or by the said *Bryan Bray*, his executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim, from, by or under him or them, or any of them. In witness, &c.

In the mean time the mortgagor to enjoy.

A mortgage in fee ; this being a deed of release, No. 2. and containing an assignment by a trustee of terms to attend the inheritance, to a trustee for the mortgagee. Interest to be only at 4 l. 10 s. per Cent. if paid within a short day.

THIS indenture quadrupartite, made the fourth day of August anno Domini 1731. and in the fifth year of the reign of our sovereign lord *George*, &c. between *Adam Ashall* of the city of *York*, gent. of the first part, *Bevil Bond* of the city of *York* aforesaid, goldsmith, of the second part, *Charles Cove* of *Desford* in the county of *Essex*, gent. of the third part, and *Francis Fox* of the parish of *Grafton* in the said county of *Essex*, gent. of the fourth part, witnesseth, that for and in consideration of the sum of 2000 *l.* of lawful money of *Great Britain* to the said *Adam Ashall* in hand paid by the said *Charles Cove* at or before the ensealing and delivery of these presents, the receipt whereof he the said *Adam Ashall* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Charles Cove*, his heirs, executors, administrators and assigns, and every of them for ever by these presents, he the said *Adam Ashall* hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release and confirm unto the said *Charles Cove*, his heirs and assigns,

The consideration

and grant, &c.

The parcels.

signs, all that capital messuage or tenement, situate, lying and being in *Hilden* in the parish of *Ipsley* in the said county of *York*, late or sometime in the tenure or occupation of *Kenrick Kind*, his assigns, lessees or undertenants; and all those seven other messuages, cottages or tenements, situate, lying and being in the parish of *Ipsley* aforesaid, late or sometime in the several tenures, possessions or occupations of *Luke Law*, *Mark Man*, *Noah Noakes*, *Owen Old*, *Peter Power*, *Ralph Rock* and *Simon Slide*, or some or one of them, their or some or one of their assigns, lessees or undertenants; and also all out-houses, barns, stables, gardens, orchards, arable lands, meadow and pasture-grounds, woods, wood-grounds, commons, hereditaments and appurtenances whatsoever, to the said capital messuage, messuages, cottages, or tenements and hereditaments, or any of them belonging or appertaining, or therewith usually held, occupied or enjoyed, and which together with the same messuages, cottages or tenements, are herein after more particularly mentioned and described; that is to say, one little grove lying near to the said capital messuage, and containing by estimation three quarters of an acre, more or less; all that piece of pasture-ground commonly called or known by the name of *Tydd-Croft*, containing by estimation ten acres, more or less [*here follow more parcels*]; and all those twenty acres of arable land lying dispersedly in a certain field called *Upton Field*, and all that one orchard commonly called or known by the name of *Welley Orchard*, containing by estimation five acres, be the same more or less; all which said lands, hereditaments and premises last mentioned, are lying and being in or near *Hilden* aforesaid, and together with the said capital messuage, now are or late were in the tenure, possession or occupation of *Zacharias Zell*, his assigns, lessees or undertenants, at and under the yearly rent of 130*l.* and all those eighteen acres of arable land, meadow and pasture ground, lying and being within the parish of *Ipsley* aforesaid, commonly called or known by the name of *Abel Ark's grounds*, and now or late in the tenure, possession or occupation of the said *Abel Ark*, his assigns, lessees or undertenants, at and under the yearly rent of 18*l.* [*here many other parcels*] or by whatsoever other name or names or descriptions the said messuages or tenements, cottages, lands, hereditaments and premises or any of them, are or have been called or known or distinguished, or howsoever otherwise butted, bounded or described, or what other quantities or numbers of acres the said parcels of land and premises or any of them do contain; and also all those three closes of pasture-ground lying and adjoining the one unto the other, and commonly called *Brackley's grounds*, containing in the whole by estimation ten acres, be the same more or less, abutting on the highway leading from *Upton Field* towards *Charlton* on the north-west side, and on a common field called *Dawbycroft* on the south-east side thereof, and adjoining to *Dawbycroft Lane* on the north-end, and to the said field called *Dawbycroft* on the south-end thereof,

which

which said three closes of pasture-ground are lying and being in the tithing of *Ewell* in the parish of *Ipsley* aforesaid, [*here more parcels*] and all ways, paths, passages, waters, watercourses, easements, trees, woods, underwoods, hedges, hedgerows, pools and ditches, and the ground and soil thereof, commons, common of pasture, profits, privileges, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever to the said messuages or tenements, cottages, lands, hereditaments and premises hereby, or mentioned or intended to be hereby granted and released, or any part thereof belonging or in any wise appertaining, or to or with the same or any part thereof now or at any time heretofore used, occupied, possessed or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, or of any part thereof; and all other the messuages, lands, tenements and hereditaments whatsoever of him the said *Adam Ashall* in or near the parish of *Ipsley* aforesaid in the said county of *York*, with their and every of their appurtenances; (all which said capital messuage, messuages, lands, hereditaments and premises hereby, or mentioned to be hereby granted and released, are now in the actual possession of the said *Charles Cove*, by virtue of a bargain and sale to him thereof made by the said *Adam Ashall* for the term of one whole year, in consideration of 5 s. to him paid by the said *Charles Cove*, in and by one indenture bearing date the day next before the day of the date of these presents, and by force of the statute for transferring uses into possession made and provided;) and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of him the said *Adam Ashall*, of, in, to or out of the same capital messuage, messuages, lands, hereditaments and premises, or any part or parcel thereof; to have and to hold the said capital messuage, messuages, cottages, lands, hereditaments, and all and singular other the premises hereby, or mentioned to be hereby granted and released, with their and every of their appurtenances, unto the said *Charles Cove*, his heirs and assigns, to and for the only proper use and behoof of him the said *Charles Cove*, and of his heirs and assigns for ever, subject to the proviso and agreement for the redemption of the premises next herein after mentioned and contained; that is to say, provided always nevertheless, and it is hereby declared and agreed by and between the said parties to these presents, that if the said *Adam Ashall*, his heirs, executors or administrators, shall and do well and truly pay, or cause to be paid unto the said *Charles Cove*, his executors, administrators or assigns, at or in the common dining-hall of *Lincoln's Inn* in the county of *Middlesex*, the full and just sum of 2100 l. of lawful money of *Great Britain*, without any deduction or abatement out of the same or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause

General words;

Bargain, &c.
for a year mentioned.

General words;

Habendum

to the mortgage in fee, redeemable.

Proviso for redemption.

The mortgagor
covenants to
pay the money,

and taxes, &c.

And that in
default of pay-
ment the mort-
gagee may enter
and enjoy the
premises,

cause or thing whatsoever, taxed, charged or imposed, or to be taxed, charged or imposed upon the said capital messuage, messuages, lands, hereditaments and premises, or any part thereof, or upon the said *Charles Cove*, his heirs, executors, administrators or assigns, in respect thereof, by authority of parliament, or otherwise howsoever, in manner following; that is to say, the sum of 50 *l.* part thereof, upon the fourth day of *February* next ensuing the date hereof, and the sum of 2050 *l.* residue, and in full payment of the said sum of 2100 *l.* upon the fourth day of *August* then next ensuing, and which will be in the year of our Lord 1732. then and in such case he the said *Charles Cove*, his heirs or assigns, shall and will at any time or times then after, upon the request, and at the costs and charges in the law of the said *Adam Asball* or his heirs, reconvey the said capital messuage, messuages, lands, hereditaments and premises hereby, or mentioned to be hereby granted and released, with their appurtenances, unto the said *Adam Asball*, his heirs, and assigns, or as he or they shall in that behalf direct or appoint, free from all incumbrances made or done, or to be made or done by the said *Charles Cove*, his heirs, executors, administrators or assigns, or any other person or persons lawfully claiming or to claim, from, by or under him, them, or any of them, any thing herein contained to the contrary notwithstanding. And the said *Adam Asball* doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant, to and with the said *Charles Cove*, his heirs, executors, administrators and assigns, in manner and form following; that is to say, that he the said *Adam Asball*, his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *Charles Cove*, his executors, administrators or assigns, the said sum of 2100 *l.* at such times and place, and in such manner and form, as are herein before mentioned for payment thereof, without any deduction or abatement for taxes or otherwise, as aforesaid, according to the purport of the aforesaid proviso, and the true intent and meaning of these presents; and also shall and will at his and their own proper costs and charges bear, satisfy and pay all such taxes, charges, assessments and payments as aforesaid, and thereof and therefrom shall and will save, defend and keep harmless and indemnified the said *Charles Cove*, his heirs, executors, administrators and assigns, and the said sum of 2100 *l.* and every part thereof. And further, that it shall and may be lawful to and for the said *Charles Cove*, his heirs and assigns, from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 2100 *l.* or any part thereof contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true meaning of these presents, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said capital messuage, messuages, lands, hereditaments and premises hereby, or mentioned to be hereby granted

granted and released, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Adam Asball*, his heirs or assigns, or of or by any other person or persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Adam Asball*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, titles of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered, by the said *Adam Asball*, his heirs or assigns, or by any other person or persons whomsoever. And moreover, that he the said *Adam Asball* and his heirs, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, either in law or equity, of, in, to or out of the said capital messuage, messuages, lands, hereditaments and premises hereby, or mentioned to be hereby conveyed, or any part thereof, shall and will from time to time, and at any time or times from and after default shall happen to be made of or in payment of the said sum of 2100*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request, and at the proper costs, and charges in the law of the said *Charles Cove*, his heirs, executors, administrators or assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying and assuring of the same capital messuage, messuages, lands, tenements, hereditaments and premises, with their appurtenances, unto the said *Charles Cove*, his heirs and assigns, to his and their use, freed and absolutely discharged of and from the aforesaid proviso or agreement for redemption of the premises, or any part thereof, and all equity thereupon, as by the said *Charles Cove*, his heirs, executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably advised, or devised and required. And whereas by indenture of release quadrupartite, bearing date on or about the third day of *February* which was in the year of our Lord 1721. and made or mentioned to be made between the said *Simon Slide* of the first part, *Francis Fell*, gent. and *Gregory Asball*, gent. of the second

free from incumbrances, &c.

and after default of payment, to make further assurances.

An indenture of release recited,

and a common
recovery,

and a term of
one thousand
years created,
and an inden-
ture tripartite,

raising a further
term of five
hundred years;

and another in-
denture, tripar-
tite,

assigning and
confirming the
former terms,
in trust (as to
part) to attend
the inheritance.

The mortga-
ger's trustee of
the terms assigns
them to the
trustee of the
mortgagee.

part, *Hugh Fell*, gent. of the third part, and the said *Adam Ashall* of the fourth part, and by a common recovery therein agreed to be suffered, and which hath since been suffered accordingly, most part of the said messuages, lands, hereditaments and premisses hereby, or mentioned to be hereby conveyed, were (*inter alia*) limited to the use of the said *Adam Ashall*, his executors, administrators and assigns, for the term of one thousand years from thenceforth next ensuing, without impeachment of waste, subject to redemption, as therein is mentioned. And whereas by indenture tripartite, bearing date on or about the second day of *August* which was in the year of our Lord 1722. and made or mentioned to be made between the said *Simon Slide* and *Joan Slide* his mother, of the first part, the said *Adam Ashall* of the second part, and *Kenedy Keate*, esq; and *Luke Lord*, gent. of the third part, most part of the said messuages or tenements, lands, hereditaments and premisses, were (*inter alia*) from and after the expiration or sooner determination of the said term of one thousand years limited to the use of the said *Adam Ashall*, his executors, administrators and assigns, for the further term of five hundred years, without impeachment of waste, subject to redemption, as therein is mentioned. And whereas by indenture tripartite of assignment, bearing date on or about the thirtieth day of *November* which was in the year of our Lord 1726. and made or mentioned to be made between the said *Adam Ashall* of the first part, the said *Simon Slide* and *Joan Slide* of the second part, and the said *Bevil Bond* of the third part, the said messuages or tenements, hereditaments and premisses in the same terms comprized, were assigned, ratified and confirmed unto the said *Bevil Bond*, his executors, administrators and assigns, for all the then residue of the said two several terms of one thousand years and five hundred years therein, in trust (as to such part of the same premisses as were then contracted for and agreed to be purchased by the said *Adam Ashall* of and from the said *Simon Slide* and *Joan Slide*) for the said *Adam Ashall*, his heirs and assigns, and to attend the freehold and inheritance of the same premisses. Now this indenture further witnesseth, that for the consideration aforesaid, and for further and better securing the repayment of the said sum of 2000*l.* and interest as aforesaid, and also for and in consideration of the sum of 10*s.* of like lawful money to the said *Bevil Bond* in hand paid by the said *Francis Fox*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Bevil Bond*, at the request, and by the direction and appointment of the said *Adam Ashall*, (testified by his being a party to and executing these presents) hath bargained, sold, assigned, transferred and set over, and by these presents doth (at the nomination of the said *Charles Cove*) bargain, sell, assign, transfer and set over unto the said *Francis Fox*, his executors, administrators and assigns, all and every the said messuages or tenements, lands, hereditaments and premisses, which in and by the said last recited indenture

indenture tripartite of assignment were assigned and confirmed unto the said *Bevil Bond*, his executors, administrators and assigns, in trust for the said *Adam Asball*, his heirs and assigns as aforesaid, with their appurtenances; and all the estate, right, title, interest, term and terms for years, trust, property, claim and demand whatsoever, both at law and in equity, of him the said *Bevil Bond*, of, in, to or out of the same messuages, lands, hereditaments and premises, every or any part thereof, by virtue of the same indenture, or otherwise howsoever, together with the same indenture; to have and to hold the said messuages or tenements, lands, hereditaments and premises hereby, or mentioned to be hereby assigned, with their and every of their appurtenances, unto the said *Francis Fox*, his executors, administrators and assigns, from henceforth for and during all the rest and residue yet to come and unexpired of the said two several terms of one thousand years and five hundred years therein; in trust nevertheless for the said *Charles Cove*, his executors, administrators and assigns, for the further and better securing to him and them the payment of the said principal sum of 2000*l.* and interest for the same in manner aforesaid, according to the purport of the aforesaid proviso, and the true intent and meaning of these presents, and subject to the redemption aforesaid. And the said *Bevil Bond* doth hereby for himself, his heirs, executors and administrators, covenant, promise and grant to and with the said *Francis Fox*, his executors, administrators and assigns, that he the said *Bevil Bond* hath not at any time heretofore done or committed any act, matter or thing whatsoever, whereby or by means whereof the said messuages or tenements, lands, hereditaments and premises hereby, or mentioned to be hereby assigned or any part thereof, or the said two several terms of one thousand years and five hundred years therein, or either of them, is, are, shall or may be surrendered, forfeited or avoided, or impeached, charged or incumbered in title, charge, estate, or otherwise howsoever. And it is hereby declared and agreed by and between the said *Charles Cove* and *Adam Asball*, that in the mean time and until default shall happen, to be made of or in payment of the said sum of 2100*l.* or some part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true meaning of these presents, it shall and may be lawful to and for the said *Adam Asball*, his heirs and assigns, peaceably and quietly to have, hold and enjoy the said capital messuage, messuages, lands, hereditaments and premises hereby, or mentioned to be hereby granted and conveyed, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Charles Cove*, his heirs, executors, administrators or assigns, or any of them, or of or by any other person or persons lawfully claiming or to claim from, by or under, or in trust for him or them. And lastly, the said *Charles Cove* doth hereby for

Habendum,

in trust, &c;

and covenants that he hath not done any thing to impeach them.

A covenant that the mortgagor shall enjoy till default of payment.

Covenant that upon payment of 4*l.* 10*s.* *per cent.* (within a short day, and not otherwise) the mortgagee will accept it in full of the interest.

himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Adam Ashall*, his heirs, executors and administrators, that if the said *Adam Ashall*, his heirs, executors or administrators, do and shall yearly and every year from time to time, and for so long time as the said principal sum of 2000*l.* or any part thereof shall remain due and owing to the said *Charles Cove*, his executors, administrators and assigns upon this present mortgage and security, well and truly pay, or cause to be paid, unto the said *Charles Cove*, his executors, administrators or assigns, by equal half-yearly payments upon every fourth day of *February* and fourth day of *August* in every year, or within one kalendar month next after every of the same respective half-yearly days of payment, the yearly sum of 90*l.* of lawful money of *Great Britain*, for the interest of the said whole principal sum of 2000*l.* (being after the rate of 4*l.* 10*s.* *per cent. per ann.*) and so proportionably and after that rate for so much of the said sum of 2000*l.* as shall then remain due or owing; then and in such case, and not otherwise, he the said *Charles Cove*, his executors, administrators and assigns, shall and will from time to time receive and accept of the same, in lieu and full satisfaction of and for the interest of the said principal sum of 2000*l.* after the rate of 5*l.* *per cent. per annum*, herein before provided and covenanted to be paid for the same principal sum, and shall and will from time to time give receipts and discharges for the same accordingly, as if the whole interest of the said 2000*l.* after the rate of 5*l.* *per cent. per annum* were actually paid; any covenant, proviso or agreement herein before contained to the contrary thereof in any wise notwithstanding. In witness, &c.

No. 3.

A mortgage in fee of manors, &c. a rectory impropriate, glebe lands, tithes, &c. which were before mortgaged in fee. In this deed the mortgagor and former mortgagee join; and the mortgagor receives a further sum of money. Policies of assurance assigned.

The parties.

THIS indenture tripartite, made the fifth day of *July* anno Domini 1732. and in the sixth year of the reign of our sovereign lord *George* the second, by the grace of God, of *Great Britain*, &c. between *Abel Andy* the elder, of *Andill* in the county of *Bedford*, esq; *Benjamin Bell* clerk, rector of *Belfield* in the county of *Bucks*, and *Cesar Cust* of *Crowton* in the parish of *Crowton* in the county of *Cambridge*, gent. administrator, with the will annexed of *Daniel Ducey*, late of *Hatton-Garden* in the parish of *St. Andrew's Holbourn* in the county of *Middlesex*, esq; deceased, of the first part, *Edmund Ewell* of, &c. esq; brother and

and heir of *Francis Ewell*, of, &c. deceased, of the second part, and *Geoffry Gyles* of *Lincoln's Inn* in the said county of *Middlesex*, esq; of the third part. Whereas by indentures of lease and release bearing date respectively on or about the twenty-fourth and twenty-fifth days of *March* which were in the years of our lord 1724. and 1725. the release being tripartite, and made or mentioned to be made between the said *Edmund Ewell* and *Esther* his wife of the first part, *Hugh Henn* of *London* merchant, of the second part, and the said *Abel Andy*, *Daniel Ducy* and *Benjamin Bell*, of the third part, and by fine in the same indenture covenanted to be levied, and which hath since been duly levied accordingly, all that the manor or lordship, or reputed manor or lordship of *Kensham*, with the rights, members and appurtenances thereof, in the county of [*here follow parcels*] and all that the parsonage and rectory impropriate of or in *Kensham* aforesaid, and all the glebe lands, tithes, and tenths of corn, grain and hay, and other tithes whatsoever to the said rectory and parsonage belonging, or therewith used; [*here follow more parcels*] and all buildings, orchards, yards, gardens, backfides, ways, waters, waste-grounds, rooms, cellars, outlets, farms, lands, tenements, tithes, courts, perquisites and profits of courts, heriots, chief rents and other rents, services, franchises, jurisdictions, royalties, freedoms, advantages, woods, underwoods, common, commodities, privileges, easements, hereditaments and appurtenances whatsoever, to the said manor or lordship, rectory or parsonage, capital messuage, messuages, farms, lands, tenements, hereditaments and premises, or any of them belonging or in any wise appertaining; or to or with the same or any part thereof then or at any time thentofore let, set, used, occupied or enjoyed; or accepted, reputed, taken or known as part, parcel or member of them, or any of them; and all other the manors or lordships, or reputed manors or lordships, rectories or parsonages, capital messuage, messuages, lands, tenements, tithes and hereditaments whatsoever of him the said *Edmund Ewell*, or of any other person or persons in trust for him in *Kensham*, &c. or in any of them, or elsewhere within the said county of *Kent*, or within the parish, precinct or liberty of *Kensham* aforesaid; with their and every of their rights, members and appurtenances; are and were granted, conveyed and assured, or mentioned or intended to be granted, conveyed and assured unto and to the use of the said *Abel Andy*, *Daniel Ducy* and *Benjamin Bell*, their heirs and assigns, by way of mortgage; subject to a proviso in the said indenture of release contained for redemption of the premises, on payment by the said *Edmund Ewell*, his heirs, executors or administrators, unto the said *Abel Andy*, *Daniel Ducy* and *Benjamin Bell*, their executors, administrators or assigns, of the sum of 1000 *l.* principal money, and interest for the same after the rate of 4 *l.* 10 *s.* per cent. per annum, at such place, in such manner and at such times as are therein for that purpose mentioned, and since past. And by the same indenture

Indentures of lease and release recited,

and a fine, by which a manor, &c. were mortgaged;

and a rectory impropriate, glebe lands and tithes.

General words.

And that by the same indenture of release certain policies of insurance were assigned,

subject to the redemption.

Another indenture recited,

whereby the premises were mortgaged for a further sum;

and that the day of payment is past.

Recital of what is due.

of release twenty several policies of insurance (bearing date the fourth day of *November* 1732.) numbred [*the numbers are here inserted*] whereby the aforesaid messuages or tenements, hereditaments and premisses, or some part thereof, are or then were insured from fire in several sums of money, then amounting in the whole to the sum of 2000*l.* in the insurance office commonly called the hand-in-hand office, or amicable contributionship for insurance of houses; and all the benefit of the same policies of insurance, and all sum and sums of money therein mentioned, or thereby insured, or to be recovered thereupon, are and were assigned and transferred, or mentioned or intended to be assigned and transferred unto the said *Abel Andy*, *Daniel Ducey* and *Benjamin Bell*, their executors, administrators and assigns, to and for their own use and benefit, subject to the aforesaid proviso and agreement for redemption. And whereas by a certain indenture bearing date on or about the tenth day of *November* which was in the year of our lord 1727. and made or mentioned to be made between the said *Edmund Ewell* and *Esther* his wife of the one part, and the said *Abel Andy* and *Benjamin Bell* (the said *Daniel Ducey* being then dead) of the other part, reciting to the effect as is herein before recited; and further reciting that the said principal sum of 1000*l.* was then due, all interest for the same having been paid until the day of the date thereof; and that the said *Abel Andy* and *Benjamin Bell* at the request of the said *Edmund Ewell*, had agreed to lend him the further sum of 500*l.* which together with the said 1000*l.* would amount together to the sum of 1500*l.* principal money, to be secured with interest on the premisses; it was therefore in and by the said last mentioned indenture witnessed, that in consideration of the said further sum of 500*l.* therein mentioned to be paid to the said *Edmund Ewell* by the said *Abel Andy* and *Benjamin Bell*, he the said *Edmund Ewell* did thereby further grant, ratify and confirm the said manor or lordship, rectory or parsonage, capital messuage, messuages, farms, lands, tenements, tithes, hereditaments and premisses, with their appurtenances, unto and to the use of the said *Abel Andy* and *Benjamin Bell*, their heirs and assigns, freed and discharged from the aforesaid proviso or condition for redemption of the premisses, and all equity thereupon; but subject to a proviso or agreement for redemption therein contained on payment by the said *Edmund Ewell*, his heirs, executors or administrators, unto the said *Abel Andy* and *Benjamin Bell*, their executors, administrators or assigns of the sum of 1500*l.* principal money, and interest for the same after the rate aforesaid, in such manner and at such times as is therein mentioned for that purpose, and since past; as in and by the said recited indentures, relation being thereunto severally had, may more fully and at large appear. And whereas there is now due and owing to the said *Cesar Cusi*, *Abel Andy* and *Benjamin Bell*, or some or one of them, on the said recited securities, the sum of 1500*l.* principal money only; all interest for the same having been

been paid until the day of the date hereof. And whereas the said *Geoffry Gyles*, at the request of the said *Edmund Ewell*, hath agreed to advance and lend to him the sum of 2000*l.* on security of the premises, to enable him to pay off and discharge the said 1500*l.* so due and owing to the said *Caspar Cust*, *Abel Andy* and *Benjamin Bell*, or some or one of them, as aforesaid: now this indenture witnesseth, that for and in consideration of the sum of 1500*l.* of lawful money of *Great Britain*, to the said *Abel Andy* and *Benjamin Bell* in hand paid by the said *Geoffry Gyles*, at or before the ensealing and delivery of these presents, with the privity and consent of the said *Caspar Cust*, and by the direction and appointment of the said *Edmund Ewell*, (testified severally by their being parties to, and executing these presents) in full discharge of all principal money and interest due and owing from the said *Edmund Ewell* to the said *Abel Andy* and *Benjamin Bell*, or to the said *Caspar Cust*, or any of them, on the said recited securities or otherwise; the receipt and payment whereof accordingly they the said *Abel Andy* and *Benjamin Bell* do hereby acknowledge, and thereof and of every part thereof do hereby acquit, release and discharge the said *Geoffry Gyles*, his heirs, executors, administrators and assigns, and every of them for ever by these presents; and for and in consideration of the further sum of 500*l.* of like money, to the said *Edmund Ewell* in hand paid by the said *Geoffry Gyles*, at or before the ensealing and delivery of these presents; the receipt and payment whereof he the said *Edmund Ewell* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Geoffry Gyles*, his heirs, executors, administrators and assigns, and every of them for ever by these presents; they the said *Abel Andy* and *Benjamin Bell*, with the like privity and consent of the said *Caspar Cust*, and at the request and by the direction and appointment of the said *Edmund Ewell*, (testified severally as aforesaid) have, and each of them hath bargained, sold, aliened, released and confirmed, and by these presents do, and each of them doth bargain, sell, alien, release and confirm; and the said *Edmund Ewell* hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release and confirm unto the said *Geoffry Gyles*, his heirs and assigns for ever, all the said manor or lordship, rectory or parsonage, capital messuage, messuages, farms, lands, tenements, tithes and hereditaments, and all and singular other the premises in and by the said recited indentures or any of them granted and released, and ratified and confirmed respectively, or mentioned or intended so to be, with their and every of their appurtenances; (all which manor, rectory, capital messuage, messuages, farms, lands, tenements, tithes, hereditaments and premises hereby released, or mentioned so to be, are now in the actual possession of the said *Geoffry Gyles*, by virtue of a bargain and sale to him thereof made by the said *Abel Andy*, *Benjamin Bell* and *Edmund Ewell*, for the term of one whole year, in consideration of 5*s.* to them paid by the said

Recital that the new mortgagee has agreed to lend.

The consideration of this deed.

The money paid to the former mortgagees,

and a further sum to the mortgagor.

The former mortgagees by direction, &c.

bargain, release, &c.

and the mortgagor bargains, &c. to the new mortgagee.

The premises

Bargain, &c. for a year mentioned.

General words.

Habendum

to the now
mortgagee in
fee,subject to re-
demption.The former
mortgagees and
the mortgagor
assign the poli-
cies of insurance
to the now
mortgagee,subject to re-
demption.The former
mortgagees se-
verally covenant
that they have
not incumbered.

Geoffry Gyles, in and by one indenture bearing date the day next before the day of the date of these presents, and by force of the statute for transferring uses into possession made and provided;) and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said *Abel Andy*, *Benjamin Bell* and *Edmund Ewell*, every or any of them, of, in, to or out of the said manor, rectory, capital messuage, messuages, farms, lands, tenements, tithes, hereditaments and premises hereby released, or mentioned so to be, every or any part or parcel thereof; to have and to hold the said manor, rectory, capital messuage, messuages, farms, lands, tenements, tithes, hereditaments, and all and singular other the premises hereby released, or mentioned so to be, with their and every of their appurtenances, unto the said *Geoffry Gyles*, his heirs and assigns for ever, to and for the only proper use and behoof of the said *Geoffry Gyles*, and of his heirs and assigns for ever; freed and absolutely discharged of and from the aforesaid provisos or agreements, and all other provisos or agreements for redemption of the premises, and all equity thereupon; subject nevertheless to the proviso or agreement for redemption herein after contained. And this indenture further witnesseth, that for the considerations aforesaid, they the said *Abel Andy* and *Benjamin Bell*, with the like privity and consent of the said *Cesar Cust*, and at the request and by the direction and appointment of the said *Edmund Ewell*, (testified as aforesaid severally) and also the said *Edmund Ewell*, have, and each and every of them hath assigned, transferred and set over, and by these presents do, and each and every of them doth assign, transfer and set over unto the said *Geoffry Gyles*, his executors, administrators and assigns, all and every the said several policies of insurance, and all new policies taken or renewed thereupon, and all the benefit thereof, and all sum and sums of money therein mentioned, or thereby insured upon the premises or any part thereof, or recoverable thereupon; to have and enjoy the same, and every of them, and every part thereof, unto the said *Geoffry Gyles*, his executors, administrators and assigns, to and for his and their own use and benefit; freed and discharged from the above recited provisos or agreements for redemption, but subject to the proviso or agreement herein after contained for redemption of the premises. And the said *Abel Andy* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Geoffry Gyles*, his heirs, executors, administrators and assigns, that he the said *Abel Andy* hath not at any time heretofore done or committed any act, matter or thing whatsoever, whereby or by means whereof the said manor, rectory, capital messuage, messuages, farms, lands, tenements, tithes, hereditaments, policies of insurance and premises hereby released and assigned respectively, or mentioned so to be, or any part

part thereof, is, are, shall or may be impeached, charged or incumbered in title, charge, estate, or otherwise howsoever.

[The like covenant by Benjamin Bell *mutatis mutandis*.] Provided always nevertheless, and it is hereby declared and agreed by and between the said *Geoffry Gyles* and *Edmund Ewell*, that if the said *Edmund Ewell*, his heirs, executors or administrators, shall and do well and truly pay, or cause to be paid unto the said *Geoffry Gyles*, his executors, administrators or assigns, at or in the common dining-hall of *Lincoln's Inn* aforesaid, the full and just sum of 2100 *l.* of lawful money of *Great Britain* (without any deduction or abatement out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause or thing whatsoever taxed, charged or imposed, or to be taxed, charged or imposed upon the said manor and premises, or any part thereof, or upon the said *Geoffry Gyles*, his heirs, executors, administrators or assigns, or any of them, in respect thereof, by authority of parliament, or otherwise howsoever) in manner following; that is to say, the sum of 50 *l.* part thereof, on the fifth day of *January* next ensuing the date hereof, and the sum of 2050 *l.* residue, and in full payment of the said sum of 2100 *l.* on the fifth day of *July* then next ensuing, and which will be in the year of our Lord 1733. then and in such case he the said *Geoffry Gyles*, his heirs or assigns, shall and will at any time or times thereafter, at the request, costs and charges in the law of the said *Edmund Ewell*, his heirs, executors, administrators or assigns, re-convey, re-assure and re-assign the said manor, rectory, capital messuage, messuages, farms, lands, tenements, tithes, hereditaments and premises, with their appurtenances, unto and to the use of the said *Edmund Ewell*, his heirs, executors, administrators and assigns respectively, or as he or they for that purpose shall direct or appoint, free from all incumbrances made or done, or to be made or done by the said *Geoffry Gyles*, his heirs, executors, administrators or assigns respectively, or by any other person or persons lawfully claiming or to claim, from, by or under them, or any of them, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Edmund Ewell* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Geoffry Gyles*, his heirs, executors, administrators and assigns, in manner following; that is to say, that he the said *Edmund Ewell*, his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *Geoffry Gyles*, his executors, administrators or assigns, the said sum of 2100 *l.* at such times and place, and in such manner and form as are herein before mentioned for payment thereof, without any deduction or abatement for taxes, or otherwise as aforesaid, according to the purport of the last mentioned proviso, and the true intent and meaning of these presents; and also shall and will at his and their own proper costs and charges bear, satisfy and

The proviso for redemption on payment, &c.

without deduction.

The mortgagor covenants to pay the money,

and taxes, &c.

and that the
now mortgagee
(after default of
payment)

may enter and
enjoy,

free from in-
cumbrances,

and for further
assurances,

at the costs of
the now mort-
gagee,

and pay all such taxes, charges, assessments and payments as aforesaid; and thereof and therefrom shall and will save, defend and keep harmless the said *Geoffry Gyles*, his heirs, executors, administrators and assigns, and the said sum of 2100 *l.* And further, that he the said *Geoffry Gyles*, his heirs, executors, administrators and assigns respectively, shall or lawfully may from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 2100 *l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said manor, rectory, capital messuage, messuages, farm, lands, tenements, tithes, hereditaments and premises, and receive and take the rents, issues and profits and benefit thereof, and of every part thereof, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Edmund Ewell*, his heirs, executors, administrators or assigns, or of or by any other person or persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Edmund Ewell*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, jointures, mortgages, dowers, titles of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, executions, extents, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered, by the said *Edmund Ewell*, his heirs or assigns, or by any other person or persons whomsoever. And moreover, that he the said *Edmund Ewell*, his heirs and assigns, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust, or interest, either in law or equity, of, in, to or out of the said manor, rectory, capital messuage, messuages, farms, lands, tenements, tithes, hereditaments and premises, or any of them, or any part thereof, shall and will from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 2100 *l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request, and at the proper costs and charges in the law of the said *Geoffry Gyles*, his heirs, executors, administrators or assigns, make, do, acknowledge, levy, execute and suffer, or cause or procure to be made, done, acknowledged, levied, executed and suffered, all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances and assurances in the law whatsoever, for the better, more perfect and absolute granting, conveying

conveying and assuring of the said manor, rectory, capital messuage, messuages, farms, lands, tenements, tithes, hereditaments and premises, unto and to the use of the said *Geoffry Gyles*, his heirs, executors, administrators and assigns respectively; freed and absolutely discharged of and from the afore said proviso or agreement for redemption of the same premises, or any part thereof, and all equity thereupon; as by the said *Geoffry Gyles*, his heirs, executors, administrators or assigns, or any of them, their or any of their counsel learned in the law shall be reasonably advised, or devised and required. And it is hereby further declared and agreed by and between the said parties last named, that in the mean time, and until default shall happen to be made of or in payment of the said sum of 2100*l.* or some part thereof, contrary to the form and effect of the afore said proviso and covenant for payment of the same, and the true intent and meaning of these presents, it shall and may be lawful to and for the said *Edmund Ewell*, his heirs, executors, administrators and assigns respectively, peaceably and quietly to have, hold and enjoy the said manor, rectory, capital messuage, messuages, farms, lands, tenements, tithes, hereditaments and premises, and to receive and take the rents, profits and advantage thereof, and of every part thereof, to and for his and their own use and benefit; without the lawful let, suit, trouble or interruption of or by the said *Geoffry Gyles*, his heirs or assigns, or any of them; or of or by any other person or persons lawfully claiming or to claim, from, by or under, or in trust for him, them or any of them. In witness, &c.

without redemption.

Agreement that till default of payment the mortgagor may enjoy.

A mortgage in fee by a mortgagor and his trustee. No. 4.

There are also three long terms standing out in a trustee for the mortgagor, who by direction of the mortgagor covenants to stand possessed in the first place in trust for better security.

THIS indenture tripartite, made the ninth day of December anno Domini 1727. and in the first year of the reign of our sovereign lord *George* the second, by the grace of God, of Great Britain, &c. between *Bryan Bray* of the parish of *Condell* in the county of *Derby*, esq; and *Ezekiel Aston* of the parish of *Fond* in the said county of *Derby*, esq; of the first part, *Alfred Aston* of *Lincoln's Inn* in the county of *Middlesex*, esq; of the second part, and *Gilbert Gill* of *Humms* in the county of *Kent*, gent. of the third part, witnesseth, that for and in consideration of the sum of 2000*l.* of lawful money of Great Britain to the said *Bryan Bray* in hand well and truly paid by the said *Alfred Aston*, at or before the enfealing and delivery of these presents; the receipt whereof he the said *Bryan Bray* doth hereby

The parties.

The consideration.

acknow-

The grant and
release, &c. by
the mortgagor
and his trustee.

The parcels.

General words.

acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Alfred Aston*, his heirs, executors and administrators, and every of them for ever by these presents; and for and in consideration of the sum of 10*s.* of like lawful money to the said *Ezekiel Aston* in hand also paid by the said *Alfred Aston*, at or before the enfealing and delivery hereof, the receipt whereof is hereby acknowledged; he the said *Bryan Bray*, and at his request, and by his direction and appointment, (testified by his being a party to, and his sealing and delivery of these presents) the said *Ezekiel Aston* have, and each of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, release and confirm unto the said *Alfred Aston*, his heirs and assigns, all that capital messuage, or tenement and farm, commonly called or known by the name of *Lens-Hall*, alias *Lins-Hall*, or by whatsoever other name or names the same is or hath been called or known, with the gardens and orchards thereunto belonging, or therewith used and enjoyed, situate, lying and being in the parish of *Lusan* in the said county of *Kent*; and also all those several meadows, arable, pasture and wood-grounds to the said capital messuage, or tenement and farm belonging, or therewith used, occupied or enjoyed, and herein after particularly mentioned; (that is to say) all that close of arable land called *Murton Mead*, containing by estimation twelve acres, be the same more or less; all that close of pasture ground called also *Murton Meadow*, and containing nine acres, more or less; [here follow many more parcels] and also all those two several messuages or tenements, with the gardens and backslides thereunto belonging, now or late in the possession of *Nathaniel Norris* and *Owen Oldys*, containing together three roods and thirteen perches, be the same more or less; or by whatsoever other name or names, quality or qualities of land, or otherwise, the said hereby granted and released premises, or any part thereof, are or is, or have or hath been called or known, reputed or distinguished; or whatsoever other numbers of acres, contents or quantities of land the said respective premises, or any of them, or any part thereof, do or doth severally contain; all which said respective premises are situate, lying and being in the several parishes of *Lusan* aforesaid and *Muddo*, or one of them, in the said county of *Kent*; and were heretofore in the tenure or occupation of *Paul Pegg*, and lately of *Ralph Rich*, yeoman, deceased, or of his lessees or undertenants; and also all barns, stables, out-houses, yards, backslides, ways, waters, watercourses, springs, hedges, ditches, fences, trees, feedings, commons, common of pasture, easements, profits, commodities, emoluments, rights, privileges, advantages and appurtenances whatsoever unto the said hereby, or intended to be hereby granted and released premises, or unto any of them, or unto any part thereof, now or at any time or times heretofore incident, belonging or appertaining; or with the same or any of them used, occupied or enjoyed,

or

or known, reputed or taken to be, or to have been part, parcel or member of the same, or as belonging thereunto; all which said capital messuage, or tenement and farm, messuages, closes, grounds, lands, tenements, hereditaments and premises mentioned, or intended to be hereby granted and released, were purchased by the said *Bryan Bray* in the names of himself and of the said *Ezekiel Aston* his trustee, of and from *Sarah Rich*, widow and relict of *Titus Rich* (and devisee in his last will and testament) in and by certain indentures of lease and release and bargain and sale inrolled, or intended to be inrolled in chancery, bearing date respectively on or about the tenth and eleventh days of *November* now last past, and made or mentioned to be made between the said *Sarah Rich* of the one part, and the said *Bryan Bray* and *Ezekiel Aston* of the other part, and by other good conveyances and assurances in the law; and also all other the messuages, closes, grounds, lands, tenements and hereditaments which were purchased by the said *Bryan Bray*, in and by the same indentures of lease, release and bargain and sale, every or any of them, with their and every of their appurtenances, (all which said capital messuage, tenement or farm, messuages, closes, grounds, lands, tenements, hereditaments and premises, are now in the actual possession of the said *Alfred Aston*, by virtue of a bargain and sale to him thereof made by the said *Bryan Bray* and the said *Ezekiel Aston* for the term of one whole year, in consideration of 5 s. to them paid by the said *Alfred Aston*, in and by one indenture bearing date the day next before the day of the date of these presents, and by force of the statute for transferring uses into possession made and provided); and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said *Bryan Bray* and *Ezekiel Aston*, and of each or either of them, of, in, to or out of the said capital messuage, or tenement and farm, messuages, closes, grounds, lands, tenements, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said capital messuage, or tenement and farm, messuages, closes, grounds, lands, tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said *Alfred Aston*, his heirs and assigns, to and for the only proper use and behoof of him the said *Alfred Aston* and of his heirs and assigns for ever, subject to the proviso and agreement for redemption of the premises next herein after mentioned and expressed; that is to say, provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that if the said *Bryan Bray*, his heirs, executors or administrators, shall and do well and truly pay, or cause to be paid unto the said *Alfred Aston*, his executors, administrators or assigns, at or in the common dining-hall of *Lincoln's Inn*

Description by deriving the title.

General words.

Bargain, &c. for a year mentioned.

General words.

Habendum to the mortgage in fee,

subject to redemption.

The proviso for redemption.

Inn afore said, the full and just sum of 2100*l.* of lawful money of Great Britain, without any deduction or abatement out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause or thing whatsoever taxed, charged or imposed, or to be taxed, charged or imposed upon the said capital messuage, or tenement and farm, messuages, closes, grounds, lands, tenements, hereditaments and premises, or any part thereof, or upon the said *Alfred Aston*, his heirs, executors, administrators or assigns, in respect thereof, by authority of parliament, or otherwise howsoever, in manner following; that is to say, the sum of 50*l.* part thereof, upon the ninth day of *June* next ensuing the date hereof, and which will be in the year of our Lord 1728 and the sum of 2050*l.* residue and in full payment of the said sum of 2100*l.* upon the ninth day of *December* then next ensuing; then and in such case the said *Alfred Aston*, his heirs or assigns, shall and will at any time or times thenafter, at the request, cost and charges in the law of the said *Bryan Bray*, his heirs or assigns, re-convey and re-assure the said capital messuage, or tenement and farm, messuages, closes, grounds, lands, tenements, hereditaments and premises, with their and every of their appurtenances, unto and to the use of the said *Bryan Bray*, his heirs or assigns, or as he or they shall in that behalf direct or appoint; free from all incumbrances made or done, or to be made or done by the said *Alfred Aston*, his heirs, executors, administrators or assigns, or any other person or persons lawfully claiming or to claim, from, by or under him, them, or any of them, any thing in these presents contained to the contrary thereof in any wise notwithstanding. And the said *Bryan Bray* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the said *Alfred Aston*, his executors, administrators and assigns, that he the said *Bryan Bray*, his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *Alfred Aston*, his executors, administrators or assigns, the said sum of 2100*l.* at such times and place, and in such manner and form as are herein before mentioned for payment thereof, without any deduction or abatement for taxes or otherwise as afore said, according to the purport of the afore said proviso, and true intent and meaning of these presents; and also shall and will at his and their own proper costs and charges bear, satisfy and pay all such taxes, charges, assessments and payments as afore said; and thereof and therefrom shall and will save, defend, keep harmless and indemnified the said *Alfred Aston*, his heirs, executors, administrators and assigns, and the said sum of 2100*l.* and every part thereof. And the said *Ezekiel Aston* doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Alfred Aston*, his heirs, executors, administrators and assigns, that he the said *Ezekiel Aston* hath not at any time heretofore done, committed, or wittingly or willingly suffered any act, matter

mortgagor
tenants to pay
money,

and taxes, &c.

The mortga-
gor's trustee
covenants that
he hath not done
any thing to
incumber.

matter or thing whatsoever, whereby or by means whereof the said capital messuage, or tenement and farm, messuages, closes, grounds, lands, tenements, hereditaments and premises, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever. And the said *Bryan Bray* doth hereby for himself, his heirs, executors and administrators, further covenant, promise, grant and agree to and with the said *Alfred Aston*, his heirs, executors, administrators and assigns, in manner following; that is to say, that he the said *Alfred Aston*, his heirs and assigns, shall or lawfully may from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 2100*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said capital messuage, or tenement and farm, messuages, closes, grounds, lands, tenements, hereditaments and premises, and receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Bryan Bray*, his heirs or assigns, or of or by any other person or persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *Bryan Bray*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, titles of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered by the said *Bryan Bray*, his heirs or assigns, or by any other person or persons whomsoever. And moreover, that he the said *Bryan Bray* and his heirs, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest either in law or equity, of, in, to or out of the said capital messuage, or tenement and farm, messuages, closes, grounds, lands, tenements, hereditaments and premises, or any of them, or any part thereof, from, by or under, or in trust for him or them, shall and will from time to time, or at any time or times from and after default shall happen to be made of or in payment of the said sum of 2100*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request, and at the proper costs and charges in the law of the said *Alfred Aston*, his heirs, executors, administrators or assigns, make, do acknowledge,

The mortgagor covenants that (after default of payment) the mortgagee may enter and enjoy,

free from incumbrances,

and for further assurances,

(after default of payment)

without redemption.

Three indentures of assignment of terms for years briefly recited,

which were assigned in trust for the mortgagor to attend, &c.

His trustee by his direction,

covenants to stand possessed in trust, in the first place, for the mortgagee, for the better securing the mortgage-money;

and after payment, for the mortgagor, &c.

knowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying and assuring of the said capital messuage, or tenement and farm, messuages, closes, grounds, lands, tenements, hereditaments and premises, with their and every of their appurtenances, unto the said *Alfred Aston*, his heirs and assigns, to his and their use; freed and absolutely discharged of and from the aforesaid proviso or agreement for redemption of the premises or any part thereof, and all equity thereupon, as by the said *Alfred Aston*, his heirs, executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably advised, or devised and required. And whereas in and by three several indentures of assignment bearing even date with the above mentioned indentures of release, and bargain and sale inrolled or to be inrolled, and made at the same time therewith, the residue of three several terms of one thousand years, one thousand years, and one thousand years, of and in the hereby granted and released premises, or some part or parts thereof, were assigned to the said *Gilbert Gill*, his executors, administrators and assigns, and are now vested in him in trust for the said *Bryan Bray*, his heirs and assigns, and to attend and wait upon the reversion and inheritance of the same premises, or to be assigned or otherwise disposed of to such person or persons, and to and for such intents and purposes, as the said *Bryan Bray*, his heirs or assigns, shall direct and appoint: now this indenture further witnesseth, that for the better securing the payment of the said 2100*l.* according to the purport, true intent and meaning of these presents, and the aforesaid proviso and covenant for payment of the same, he the said *Gilbert Gill* (at the request and by the direction and appointment of the said *Bryan Bray*, testified by his being a party to, and his sealing and delivery of these presents) doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Alfred Aston*, his heirs, executors, administrators and assigns, that he the said *Gilbert Gill*, his executors, administrators and assigns, shall and will from henceforth stand possessed and interested of and in the residue of the said three several terms of one thousand years, one thousand years, and one thousand years, of and in the premises therein respectively comprized, in trust in the first place for the said *Alfred Aston*, his executors, administrators and assigns, for better securing the payment to him and them of the said sum of 2100*l.* and until the same shall be paid, according to the purport, true intent and meaning of these presents, and the aforesaid proviso and covenant for payment of the same; and from and after payment thereof as aforesaid, then in trust for the said *Bryan Bray*, his heirs and assigns, and to be disposed of as he or they shall direct or appoint; and in the mean time to attend, wait upon and go along with the freehold

freehold reversion and inheritance of the same premisses to the end to protect and preserve the same from all mesne charges and incumbrances, if any such there be. And the said *Gilbert Gill* doth hereby also for himself, his heirs, executors and administrators further covenant, promise, grant and agree to and with the said *Alfred Aston*, his executors, administrators and assigns, that he the said *Gilbert Gill* hath not at any time heretofore done, committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by means whereof the said three several terms of one thousand years, one thousand years, and one thousand years of and in the premisses therein respectively comprized, or any of them, or any part thereof, is, are, shall or may be surrendred, forfeited or avoided, or impeached, charged or incumbered in title, charge, estate, or otherwise howsoever. In witness, &c.

and covenants that he hath not done any thing to incumber.

A mortgage by demise from a father and son, with exception of an annuity charged on the lands. No. 5.

THIS indenture, made the twelfth day of *July* anno Domini 1722. and in the eighth year of the reign of our sovereign lord *George*, &c. between *Andrew Alkin* the elder, of *Bitton* in the county of *Cambridge*, esq; and *Andrew Alkin* the younger, of the *Inner Temple*, *London*, esq; son and heir apparent of the said *Andrew Alkin* the elder, of the one part, and *Daniel Dun* of *Ewan* in the county of *Essex*, esq; of the other part, witnesseth, that for and in consideration of the sum of 3000 l. of lawful money of *Great Britain*, to the said *Andrew Alkin* the elder and *Andrew Alkin* the younger, or one of them, in hand paid by the said *Daniel Dun* at or before the enfealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and thereof and of every part thereof do acquit, release and discharge the said *Daniel Dun*, his executors, administrators and assigns, and every of them for ever by these presents, they the said *Andrew Alkin* the elder and *Andrew Alkin* the younger have, and each of them hath demised, granted, bargained, sold, limited and appointed, and by these presents do, and each of them doth demise, grant, bargain, sell, limit and appoint unto the said *Daniel Dun*, his executors, administrators and assigns, all those the manors and farms of *Groves* and *Hennon*, with their and every of their rights, members and appurtenances in the county of *Kent*, and also all and singular the messuages, lands, tenements and hereditaments whatsoever thereto belonging or in any wise appertaining, or reputed or esteemed to belong or appertain thereto, or to be part, parcel or member thereof; and also all that messuage, tenement and farm called *Loft Farm*, and all lands, meadows, pasture-ground and hereditaments thereto belonging

The parties,

The consideration.

The demise &c. by the mortgagors, (a father and his son and heir.)

The parcels.

An exception
of a parcel.

General words.

Habendum

to the mortga-
gee, his execu-
tors, &c. for a
long term, *sans*
waste,

at a pepper-corn
rent.

Proviso for
redemption on
payment, &c.

without de-
duction.

longing or appertaining, or therewith usually held, occupied or enjoyed, or accepted, reputed or taken to be part, parcel or member thereof; and all that messuage, tenement and farm called *Mytta's*, and all the lands, meadows, pasture-grounds and hereditaments thereto belonging or appertaining, or therewith usually held, occupied or enjoyed, or accepted or taken as part, parcel or member thereof; all which said premises are situate, lying and being in the town, fields, parishes, precincts or hamlets of *Groves*, *Hennon* and *Netten*, some or one of them, in the said county of *Kent*; and all other the manors, messuages, lands, tenements and hereditaments whatsoever of them the said *Andrew Alkin* the elder and *Andrew Alkin* the younger, or either of them, situate, lying or being in the said parishes or precincts of *Groves*, *Hennon* and *Netten*, or any of them, or elsewhere in the said county of *Kent*, (except all that messuage, tenement or farm, with the appurtenances, situate, lying and being in *Groves* aforesaid, lately purchased by *Olivia Alkin*, mother of the said *Andrew Alkin* the elder, of and from *Peter Peck* and *Ruth* his mother, being of the yearly rent of 80 *l.* or thereabouts) together with all and every the courts, rents, reversions, royalties, fishings, rights, members, privileges, jurisdictions, hereditaments and appurtenances whatsoever to the said manors, messuages, lands, tenements, hereditaments and premises mentioned, or intended to be hereby demised and granted, or any of them, belonging or in any wise appertaining, or therewith or with any part thereof used, occupied, possessed or enjoyed or accepted, reputed or taken as part, parcel or member thereof; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; to have and to hold the said manors, messuages lands, tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances (except before excepted) unto the said *Daniel Dun*, his executors, administrators and assigns, from the day next before the day of the date hereof, for and during the full time and term, and unto the full end and term of five hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste: yielding and paying therefore the rent of one pepper-corn on the feast-day of *St. Michael* the archangel in every year, if the same shall be demanded. Provided always, and upon condition nevertheless, that if the said *Andrew Alkin* the elder and *Andrew Alkin* the younger, or either of them, their or either of their heirs, executors or administrators do, and shall well and truly pay, or cause to be paid, unto the said *Daniel Dun*, his executors, administrators or assigns, at or in the common dining-hall of *Lincoln's Inn* in the county of *Middlesex*, the full and just sum of 3150 *l.* of lawful money of *Great Britain*, without any deduction, defalcation or abatement out of the same or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause or thing whatsoever, taxed, charged

charged or imposed, or to be taxed, charged or imposed upon the premises, or any of them, or upon the said *Daniel Dun*, his executors, administrators and assigns, or any of them, for or in respect thereof, by authority of parliament or otherwise howsoever, in manner following; that is to say, the sum of 75*l.* part thereof, upon the twelfth day of *January* next ensuing the date hereof; and the further sum of 3075*l.* residue and in full payment of the said sum of 3150*l.* upon the twelfth day of *July* then next ensuing, and which shall be in the year of our Lord 1723. then and in such case, and at all times from thenceforth these presents, and the term and estate hereby granted, and every clause and sentence herein contained shall cease, determine and be utterly void to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Andrew Alkin* the elder and *Andrew Alkin* the younger do, and each of them doth for themselves and each of them, their and each of their heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Daniel Dun* his executors, administrators and assigns by these presents, in manner following; that is to say, that they the said *Andrew Alkin* the elder and *Andrew Alkin* the younger, or one of them, their or one of their heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *Daniel Dun*, his executors, administrators or assigns, the said sum of 3150*l.* at such times and place, and in such manner and form as are herein before mentioned for payment thereof, without any deduction or abatement out of the same, or any part thereof, for taxes or otherwise as aforesaid, according to the purport of the aforesaid proviso, and the true intent and meaning of these presents. And that they the said *Andrew Alkin* the elder and *Andrew Alkin* the younger, or one of them, are and stand, or is and standeth lawfully, rightfully and absolutely seised in their or one of their demesne as of fee of and in the said manors, messuages, lands, tenements, hereditaments and premises, mentioned or intended to be hereby demised and granted, of a good, sure, lawful, absolute and indefeasible estate of inheritance in fee-simple, to them or one of them and their heirs, or the heirs of one of them; without any reversion, remainder, trust, limitation, power of revocation, use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void, lessen, incumber or determine the same, (except as is herein after excepted). And also that they the said *Andrew Alkin* the elder and *Andrew Alkin* the younger, or one of them, have or hath at the time of the enfealing and delivery of these presents in themselves, or one of them, good right, full power and lawful and absolute authority to grant and convey the said manors, messuages, lands, tenements, hereditaments and premises, mentioned or intended to be hereby demised and granted, with their appurtenances, unto the said *Daniel Dun*, his executors, administrators and assigns, for and dur-

The mortgagors covenant to pay the money,

and that they or one of them is seised in fee,

free from incumbrances;

and has power to demise, &c.

and that, after
default of pay-
ment, the mort-
gages may enter
and enjoy,

(except as after)

free from in-
cumbrances,

except a certain
annuity,

and (after de-
fault of pay-
ment) to

ing the said term of five hundred years as aforesaid, according to the purport, true intent and meaning of these presents. And further, that it shall and may be lawful to and for the said *Daniel Dun*, his executors, administrators and assigns, from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 3150*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said manors, messuages, lands, tenements, hereditaments and premises mentioned or intended to be hereby demised and granted, and to receive and take the rents and profits thereof, and of every part thereof, for and during all the rest and residue which shall be then to come and unexpired of the said term of five hundred years; without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Andrew Alkin* the elder and *Andrew Alkin* the younger, or either of them, their or either of their heirs or assigns, or of or by any other person or persons whomsoever, (except as is herein after excepted;) and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Andrew Alkin* the elder and *Andrew Alkin* the younger, or one of them, their or one of their heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, titles of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, rents, arrears of rent, forfeitures, re-entries, cause and causes of forfeiture and re-entry, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed or suffered, or hereafter to be had, made, done, committed or suffered, by the said *Andrew Alkin* the elder and *Andrew Alkin* the younger, or either of them, their or either of their heirs or assigns, or by any other person or persons whomsoever, (other than and except one annuity or yearly sum of 80*l.* issuing and payable out of the premises, or some part thereof, unto *Olivia Alkin*, wife of the said *Andrew Alkin* the elder, for her life as an augmentation of her jointure in case she happen to survive him the said *Andrew Alkin* her husband). And moreover, that they the said *Andrew Alkin* the elder and *Andrew Alkin* the younger and their heirs, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, of, in, to or out of the said manors, messuages, lands, tenements hereditaments and premises mentioned or intended to be hereby demised and granted, or any of them, or any part thereof, (except the said *Olivia Alkin*, for and in respect only of her said excepted annuity) shall and will from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 3150*l.*

or

or any part thereof, contrary to the form and effect of the
aforesaid proviso and covenant for payment of the same, upon
every reasonable request, and at the proper costs and charges
in the law of the said *Daniel Dun*, his executors, administra-
tors or assigns, make, do and execute, or cause or procure to
be made, done and executed, all and every such further and other
lawful and reasonable acts, deeds and things, devices, convey-
ances and assurances in the law whatsoever, for the further,
better, more perfect and absolute granting, conveying and assuring
of all and singular the said manors, messuages, lands, tenements,
hereditaments and premises, mentioned or intended to be hereby
demised and granted, with their appurtenances, unto the said
Daniel Dun, his executors, administrators and assigns, for and
during all the rest and residue which shall be then to come and
unexpired of the said term of five hundred years, without im-
peachment of waste, discharged of the aforesaid proviso for re-
demption of the premises, or any equity thereupon, as by the
said *Daniel Dun*, his executors, administrators or assigns, or his
or their counsel learned in the law shall be reasonably advised, de-
vised or required. And lastly, it is hereby declared and agreed
by and between all the said parties to these presents, that in the
mean time, and until default shall happen to be made of or
in payment of the said sum of 3150*l.* or some part thereof,
contrary to the form and effect of the aforesaid proviso and
covenant for payment of the same, it shall and may be lawful
to and for the said *Andrew Alkin* the father, and after his decease
the said *Andrew Alkin* the son and his heirs, peaceably and
quietly to have, hold and enjoy all and singular the said manors,
messuages, lands, tenements, hereditaments and premises, men-
tioned or intended to be hereby demised and granted, and to re-
ceive and take the rents and profits thereof, and of every part
thereof, to and for their own use and benefit; without the law-
ful let, suit, trouble, denial, eviction or interruption of or by
the said *Daniel Dun*, his executors, administrators or assigns, or
of or by any other person or persons lawfully claiming or to
claim from, by or under him, them, or any of them. In wit-
ness, &c.

make further
assurances,

without re-
demption.

Agreement that
until default of
payment the
mortgagors may
enjoy.

No. 6.

A mortgage in fee of an inheritance, by the mortgagor and his trustee; and an assignment of leaseholds for securing the same sum; and an agreement that a term of the mortgagor shall continue in a trustee, in trust for the mortgagee to better his security. Usual covenants.

The parties.

The consideration.

The grant, release, &c.

The bargain, &c. for a year mentioned.

General words.

THIS indenture tripartite, made the first day of *May* anno Domini 1720. and in the sixth year of the reign of our sovereign lord *George, &c.* between *Adam Ash* of the parish of *St. Dunstan in the West, London*, joiner, and *Benjamin Blunt*, of *Lincoln's Inn* in the county of *Middlesex*, esq; of the first part, *Charles Crew*, citizen and merchant taylor of *London*, of the second part, and *Daniel Dyle*, citizen and merchant taylor of *London*, of the third part, witnesseth, that for and in consideration of the sum of 2000 *l.* of lawful money of *Great Britain* to the said *Adam Ash* in hand paid by the said *Charles Crew*, at or before the enfealing and delivery of these presents; the receipt whereof he the said *Adam Ash* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Charles Crew*, his heirs, executors, administrators and assigns, and every of them for ever by these presents; and in consideration of 5 *s.* of like money to the said *Benjamin Blunt* in hand likewise paid by the said *Charles Crew*, the receipt whereof is hereby acknowledged, he the said *Benjamin Blunt*, at the request and by the direction of the said *Adam Ash*, testified by his being a party to, and his sealing and delivery of these presents; and also the said *Adam Ash* have, and each of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release and confirm unto the said *Charles Crew*, (in his actual possession of the messuages or tenements, sheds and hereditaments herein after mentioned to be hereby granted and released, now being, by virtue of a bargain and sale to him thereof made by the said *Adam Ash* for the term of one whole year, in consideration of 5 *s.* to them paid by the said *Charles Crew*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided) and to his heirs and assigns, all that messuage or tenement, with the appurtenances, situate, standing or being within the precinct of [*the parcels here*]; and all cellars, sollars, shops, warehouses, rooms, ways, paths, passages, waters, watercourses, lights, easements, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever to the said several messuages or tenements, sheds, hereditaments and premises, or any of them belonging or in any wise apper-

appertaining, or therewith or with any part thereof used, occupied or enjoyed; and all and singular other the messuages, tenements and hereditaments of him the said *Adam Ash*, in the said parishes of *St. Dunstan in the West* and *St. Ethelburgh*, or either of them; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and every part and parcel thereof; and all the estate, right, title, interest, trust, property, claim and demand whatsoever, both in law and equity of the said *Adam Ash* and *Benjamin Blunt*, or either of them, of, in, to or out of the said messuages or tenements, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold the said messuages or tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said *Charles Crew*, his heirs and assigns for ever, to and for the only proper use and behoof of him the said *Charles Crew* and of his heirs and assigns for ever; subject to the proviso and agreement for redemption of the said premises herein after mentioned and contained. And whereas by indenture bearing date on or about the twentieth day of *April* which was in the year of our Lord 1670. and made or mentioned to be made between the wardens and commonalty of the mystery of cordwainers of the city of *London* of the one part, and *Edward Est* then of *London*, gent. of the other part, the said wardens and commonalty, for the consideration therein mentioned, did by indenture under their common seal, lease, betake and to farm let unto the said *Edward Est*, all that messuage or tenement then new built upon the toft, soil or ground, situate, lying and being in the parish of *St. Dunstan in the West, London*, and then in the tenure or occupation of the said *Edward Est*, or of his undertenants or assigns; which said messuage contained in front from the middle of the party-wall south to the outside of the partition-wall of the entry north, fourteen feet and five inches, little more or less; and in the second story covering the entry to the middle of the party-wall north, adjoining to the toft or ground then belonging to *Francis Fell*, twenty feet and seven inches, more or less; and on that floor twenty-six feet deep, more or less; and in the back part of the building from the end of the twenty-six feet, north on a square break, cross the entry eight feet eight inches, more or less, and from thence on a bevel line seven feet more or less, to another bevel line to the south west, sixteen feet seven inches, more or less, to the extent of the tenement westward; and thence returning on a square southward, seven feet and five inches, more or less, which is the breadth at the west-end to the middle of the party-wall on the south-side; and from thence on the south-side towards the east, twenty-three feet and five inches, more or less, to the square return of the afore-mentioned room in the front of the building, nine feet, little more or less; and from thence to the street or lane called *Chancery-lane*, twenty-six feet and nine inches,

Habendum to the mortgagee in fee, subject to redemption.

A corporation lease recited,

which is vested
in the mortga-
gor.

Another lease
for years recited.

The mortgagor
assigns them to
the mortgagee,

more or less, which meeteth with the south angle of the first mentioned break of the front; together with all lights, ways, easements, commodities and appurtenances whatsoever thereunto of right belonging or appertaining; to hold unto the said *Edward Est*, his executors, administrators and assigns, from the feast-day of the annunciation of the blessed Virgin *Mary* last past before the date thereof unto the full end and term of seventy years; at and under the yearly rent of 10 *l.* payable as therein is mentioned, as by the said recited indenture, relation being thereunto had, may more fully and at large appear. And whereas the said recited indenture of lease, and the said messuage or tenement and premises thereby leased, are since by divers good and sufficient mesne assignments and conveyances in the law or otherwise lawfully come to and vested in the said *Adam Ash*, for all the now residue of the said term of seventy years therein. And whereas by one other indenture bearing date the tenth day of *August* which was in the year of our Lord 1718. and made or mentioned to be made between *George Gun* of the parish of *St. Giles Cripplegate, London*, sadler of the one part, and the said *Adam Ash* of the other part, reciting as therein is recited, and for the considerations therein mentioned, the said *George Gun*, with the approbation of *Samuel Browning*, esq; then one of the masters of the high court of chancery, did grant, demise, set and to farm let unto the said *Adam Ash*, his executors, administrators and assigns, all that piece or parcel of ground then in the occupation of him the said *Adam Ash*, and by him used for a wood-yard or timber-yard, which said yard contains [*here a description by survey, &c.*] together with all erections and buildings thereon then erected and built; all which premises thereby demised were then in the tenure, possession or occupation of the said *Adam Ash*, and are situate and being in the said parish of *St. Giles Cripplegate, London*, together with their and every of their appurtenances, and all and all manner of ways, waters, watercourses, lights, easements, profits, commodities and appurtenances whatsoever to the same premises belonging or in any wise appertaining, or to or with the same used, occupied or enjoyed, as part or parcel thereof; to hold the said last mentioned premises unto the said *Adam Ash*, his executors, administrators and assigns, from the feast of the nativity of *St. John baptist* last past before the date thereof for the term of thirty-one years, at and under the yearly rent of 12 *l.* payable quarterly, as therein is mentioned; as by the said last recited indenture, relation being thereunto had, may more fully and at large appear. Now this indenture further witnesseth, that for and in consideration of the said sum of 2000 *l.* so paid by the said *Charles Crew* to the said *Adam Ash* as aforesaid, he the said *Adam Ash* hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *Charles Crew*, his executors, administrators and assigns, all and every the said messuage or tenement, pieces or parcels of ground, stables, erections, buildings, and other the premises

premises in and by the said two several recited indentures of lease or either of them demised or leased, or mentioned or intended so to be, with their and every of their appurtenances; and all the estate, right, title, interest, term and terms of years yet to come and unexpired, trust, property, claim and demand whatsoever, both in law and equity, of him the said *Adam Ash*, of, in, to or out of the said last mentioned premises or any of them, or any part or parcel thereof, by force or virtue of the said two several recited indentures of lease, or of the before mentioned mesne assignments, or any or either of them, or otherwise howsoever; to have and to hold the said messuage or tenement, pieces or parcels of ground, stables, erections, buildings, and all and singular other the premises, hereby or mentioned or intended to be hereby assigned, with their and every of their appurtenances, unto the said *Charles Crew*, his executors, administrators and assigns, from henceforth for and during all the rest and residue yet to come and unexpired of the said two several and respective terms of seventy years and thirty-one years therein respectively, subject to the proviso and agreement for redemption of the same premises next herein after mentioned (that is to say): provided always nevertheless, and it is hereby declared and agreed by and between the said parties to these presents, and the said *Charles Crew* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Adam Ash*, his heirs, executors, administrators and assigns, that if the said *Adam Ash*, his heirs, executors or administrators shall and do well and truly pay, or cause to be paid unto the said *Charles Crew*, his executors, administrators or assigns, at or in the common dining-hall of *Lincoln's Inn* in the said county of *Middlesex*, the full and just sum of 2100*l.* of lawful money of *Great Britain*; without any deduction, defalcation or abatement out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause or thing whatsoever taxed, charged or imposed, or to be taxed, charged or imposed upon the aforesaid premises, or any of them, or upon the said *Charles Crew*, his heirs, executors, administrators or assigns, or any of them, in respect thereof, by authority of parliament, or otherwise howsoever; in manner following, that is to say, the sum of 50*l.* part thereof, upon the first day of *November* next ensuing the date hereof, and the further sum of 2050*l.* residue, and in full payment of the said sum of 2100*l.* on the first day of *May* then next ensuing, and which will be in the year of our Lord 1725. then and in such case, and at any time after such good and punctual payment shall be made as aforesaid, he the said *Charles Crew*, his heirs, executors, administrators and assigns respectively shall and will upon the request, and at the costs and charges of the said *Adam Ash*, his heirs, executors, administrators or assigns, convey and assign, or cause to be conveyed and assigned unto the said *Adam Ash*, his heirs, executors, administrators or assigns respectively, or unto such other

Habendum, &c.

subject to redemption.

Proviso for redemption.

On payment of the mortgage-money, &c.

the mortgagee to re-convey.

The mortgagor
covenants to pay
the money, inter-
est,

and taxes, &c:

and that after
default in pay-
ment

the mortgagee
may enter and
enjoy,

free from in-
cumbrances,

other person or persons as he or they shall for that purpose nominate and appoint, all and every the said several messuages or tenements, sheds, pieces or parcels of ground, hereditaments, and other the premises, hereby or mentioned or intended to be hereby granted, conveyed and assigned respectively as aforesaid, free from all incumbrances made or done, or to be made or done by the said *Charles Crew*, his heirs, executors, administrators or assigns, or of or by any other person or persons claiming or to claim from, by or under him, them, or any of them; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Adam Ash* doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Charles Crew*, his executors, administrators and assigns, in manner following; that is to say, that he the said *Adam Ash*, his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *Charles Crew*, his executors, administrators or assigns, the said sum of 2100*l.* at such times and place, and in such manner and form as are herein before mentioned for payment thereof, without any deduction or abatement for taxes, or otherwise as aforesaid, according to the purport, true intent and meaning of these presents; and also shall and will at his and their own proper costs and charges bear, satisfy and pay all such taxes, charges, assessments and payments as aforesaid; and thereof and therefrom shall and will save, defend, keep harmless and indemnified the said *Charles Crew*, his heirs, executors, administrators and assigns, and every of them, and the said sum of 2100*l.* And further, that it shall and may be lawful to and for the said *Charles Crew*, his heirs, executors, administrators and assigns respectively, from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 2100*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said several messuages or tenements, sheds, pieces or parcels of ground, hereditaments, and other the premises, hereby or mentioned or intended to be hereby granted, conveyed and assigned respectively as aforesaid, and to receive and take the rents and profits thereof, and of every part thereof, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Adam Ash*, his heirs, executors, administrators or assigns, or of or by any other person or persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *Adam Ash*, his heirs, executors or administrators well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, titles of dower, uses, trusts, wills, entails, statutes, recognizances, judgments, extents, executions, and of, from

from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered by the said *Adam Ash*, his heirs, executors, administrators or assigns, or any of them, or by any other person or persons whomsoever (the rents and covenants in the said several recited indentures of lease reserved and contained, and which from thenceforth on the tenants or lessees part shall be to be paid, done and performed, excepted and foreprized; and also except the residue of a certain term of five hundred years of and in the said messuages, tenements and premises herein before mentioned to be hereby granted and released, and which by indenture of assignment quadrupartite bearing date the first day of this instant month of *May* is assigned or mentioned to be assigned to *Henry Hunt*, his executors, administrators and assigns, in trust for the said *Adam Ash*, his heirs and assigns; which said term of five hundred years of and in the same messuages, tenements and premises, is by agreement of all the said parties to these presents from henceforth to remain, continue and be in the said *Henry Hunt*, his executors, administrators and assigns, in trust for the said *Charles Crew*, his executors, administrators and assigns, for the better securing to him and them the payment of the said sum of 2100*l.* in manner aforesaid, and subject thereto, in trust for the said *Adam Ash*, his heirs and assigns). And moreover, that the said *Adam Ash*, his heirs, executors and administrators, and all and every other person or persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, of, in, to or out of the said several messuages or tenements, sheds, pieces or parcels of ground, hereditaments, and other the premises hereby, or mentioned or intended to be hereby granted, conveyed and assigned respectively, or any of them, or any part thereof, shall and will from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 2100*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, upon every reasonable request, and at the costs and charges in the law of the said *Charles Crew*, his heirs, executors, administrators or assigns, make, do, acknowledge, levy, execute and suffer, or cause to be made, done, acknowledged, levied, executed and suffered, all and every such further and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying, assigning and assuring of the said several messuages or tenements, sheds, pieces or parcels of ground, hereditaments, and other the premises, with their appurtenances, unto him the said *Charles Crew*, his heirs, executors, administrators and assigns respectively, for and during the respective estates, terms and interests therein, herein before granted and assigned, or mentioned or intended to be granted

except rents,
&c. in the
leases,

and except a
term,

which is to con-
tinue in a trust
for the mortgagee,
&c.

The mortgagor
covenants, after
default of pay-
ment, to make
further assu-
rances,

without redemption.

Agreement that until default of payment the mortgagor shall enjoy.

granted and assigned respectively as aforesaid; freed and absolutely discharged of and from the aforesaid proviso or agreement, and all and every other provisos and agreements for redemption of the premises or any part thereof, and all equity thereupon, as by the said *Charles Crew*, his heirs, executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably advised, or devised and required. And lastly, it is hereby declared and agreed by and between all the said parties to these presents, that in the mean time and until default shall happen to be made of or in payment of the said sum of 2100*l.* or some part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, it shall and may be lawful to and for the said *Adam Ash*, his heirs, executors and administrators respectively, peaceably and quietly to have, hold and enjoy the said several messuages or tenements, sheds, pieces or parcels of ground, hereditaments and premises, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial or interruption of or by the said *Charles Crew*, his heirs, executors, administrators or assigns respectively, or any of them, or of or by any other person or persons lawfully claiming or to claim from, by or under him, them, or any of them. In witness, &c.

No. 7.

A mortgage in fee from one to one, by lease, release and fine; this being the release, and containing a covenant to levy fines to bar intails, exception of a jointure for life on part of the mortgaged premises.

The parties.

The consideration money,

and for barring intails, &c.

THIS indenture, made the twelfth day of *October* anno Domini 1725 and in the eleventh year of the reign, &c. between *Alfred Aston* of *Bidford* in the county of *Chester*, esq; only son and heir of *Alfred Aston* late of the same place, esq; deceased, by *Dorothy Aston* (formerly *Dorothy Dent*) late the wife, and now the widow and relict of the said *Alfred Aston* deceased, of the one part, and *Ezra Eldred* of *Fidham* in the county of *Gloucester*, esq; of the other part, witnesseth, that for and in consideration of the sum of 2000*l.* of lawful money of *Great Britain*, to the said *Alfred Aston* party hereunto in hand paid by the said *Ezra Eldred* at or before the ensealing and delivery of these presents; the receipt whereof he the said *Alfred Aston* doth hereby acknowledge, and thereof and of every part thereof doth acquit, release and discharge the said *Ezra Eldred*, his executors, administrators and assigns, and every of them for ever by these presents; and for docking and barring all estates tail, and all reversions and remainders thereupon expectant or depending of and in the messuages, lands, tenements and hereditament

taments herein after mentioned to be hereby granted and released, he the said *Alfred Aston* party hereunto, hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release and confirm unto the said *Ezra Eldred*, his heirs and assigns, all that capital messuage or tenement or mansion-house of him the said *Alfred Aston* party hereunto, with the appurtenances, situate and being in the parish of *Bidford* in the said county of *Chester*, together with the dove-houses, buildings, yards, gardens, orchards, backfides and appurtenances thereunto belonging or appertaining, or therewith used or enjoyed; and also all that close of land or meadow ground commonly called by the name of the *Hock Close*, to the said capital messuage belonging or appertaining, or therewith used or enjoyed, containing by estimation twenty-six acres, be the same more or less; and all those arable lands lying and being dispersed in the common fields of *Bidford* aforesaid, containing by estimation one hundred and sixty acres, or thereabouts, be the same more or less, together with common of pasture for two hundred and twenty sheep, and nineteen milch or other kine, and twelve horses, to go, depasture and feed in the common fields of *Bidford* aforesaid, [*here follow more parcels, some of them mentioned to be in jointure to the mortgagor's mother*]; and also all other the freehold messuages, lands, tenements and hereditaments whatsoever of him the said *Alfred Aston* party hereunto, situate, lying or being in *Bidford*, *Jugg* and *Kirkall* aforesaid, every or any of them which are now in jointure to her the said *Dorothy Aston*, with their and every of their appurtenances; and also all ways, waters, watercourses, trees, woods, underwoods, commons, common of pasture, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever to the said messuages, farms, lands, tenements, hereditaments and premises, or any of them belonging or appertaining, or with them or any of them used, occupied, possessed or enjoyed, (all which said messuages, tenements or farms, lands, hereditaments and premises mentioned, or intended to be hereby granted and released, are now in the actual possession of the said *Ezra Eldred*, by virtue of a bargain and sale to him thereof made by the said *Alfred Aston* party hereunto, for the term of one whole year, in consideration of 5 s. to him paid by the said *Ezra Eldred*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided); and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both in law and equity of him the said *Alfred Aston* party hereunto, of, in, to or out of the said messuages, lands, tenements, hereditaments and premises, mentioned or intended to be hereby granted and released, or any of them, or any part or parcel thereof; to have and to hold the said

The grant, release, &c.

The parcels.

General words.

Bargain for a year mentioned.

General words.

Habendum to
the mortgagee
in fee,

subject to re-
demption.

The mortgagor
covenants to
levy a fine *come*
ceo with pro-
clamations,

to enure

to the use of the
mortgagee, sub-
ject to redemp-
tion.
The proviso for
redemption.

said messuages, farms, lands, tenements, hereditaments, and all and singular other the premises mentioned or intended to be hereby granted and released, with their and every of their appurtenances, unto the said *Ezra Eldred*, his heirs and assigns, to and for the only proper use and behoof of him the said *Ezra Eldred*, and of his heirs and assigns for ever, subject to the proviso and agreement for redemption of the premises herein after mentioned and contained. And the said *Alfred Aston* party hereunto, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Ezra Eldred*, his heirs, executors and administrators, that he the said *Alfred Aston* shall and will at his own costs and charges before the end of *Michaelmas* term now next ensuing, acknowledge and levy before his majesty's justices of the court of common pleas at *Westminster*, one or more fine or fines *sur conuizance de droit come ceo*, &c. whereupon proclamations shall and may be had and made, according to the form of the statute in that case made and provided, and the usual course of fines in such cases accustomed, unto the said *Ezra Eldred* and his heirs, of all the said messuages, farms, lands, tenements, hereditaments and premises, mentioned or intended to be hereby granted and released, by such apt and convenient names, quantities, qualities, numbers of acres, and other descriptions to ascertain the same as shall be thought meet; which said fine or fines so as aforesaid, or in any other manner, or at any other time or times levied, or to be levied and acknowledged, and all and every other fine and fines, conveyances and assurances in the law whatsoever heretofore had, made, levied, suffered or executed, or hereafter to be had, made, levied, suffered or executed of the same messuages, farms, lands, tenements, hereditaments and premises, or any of them, or any part thereof, by or between the said parties to these presents, or either of them, or whereunto they, or either of them, are, is or shall be party or parties, or privy or privies, shall be and enure, and shall be adjudged, deemed, construed and taken, and so are and were meant and intended to be and enure, and are hereby declared and agreed by and between the said parties to these presents to be and enure unto and for the only proper use and behoof of him the said *Ezra Eldred*, and of his heirs and assigns for ever; subject to the proviso and agreement for redemption of the premises next herein after mentioned, (that is to say) provided always nevertheless, and it is hereby declared and agreed by and between the said parties to these presents, that if the said *Alfred Aston* party hereunto, his heirs, executors or administrators, shall and do well and truly pay, or cause to be paid unto the said *Ezra Eldred*, his executors, administrators and assigns, at or in the dwelling-house of the said *Ezra Eldred*, situate in *Fidham* aforesaid, the full and just sum of 2080 l. of lawful money of *Great Britain*, without any deduction or abatement out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments,

payments, or other matter, cause or thing whatsoever taxed, charged or imposed, or to be taxed, charged or imposed upon the premises, or any of them, or upon the said *Ezra Eldred*, his executors, administrators or assigns, for or in respect thereof, by authority of parliament or otherwise howsoever, in manner following, (that is to say) 40*l.* part thereof, upon the twelfth day of *April* now next ensuing, and which will be in the year of our Lord 1726. and 2040*l.* residue and in full payment of the said sum of 2080*l.* upon the twelfth day of *October* then next ensuing, then and in such case the said *Ezra Eldred*, his heirs or assigns, shall and will at any time or times thereafter, upon the request, and at the costs and charges in the law of the said *Alfred Aston* party hereunto, or his heirs, reconvey the said messuages, farms, lands, tenements, hereditaments and premises, with their appurtenances, unto the said *Alfred Aston* party hereunto, his heirs and assigns, or as he or they shall in that behalf direct or appoint; free from all incumbrances made or done, or to be made or done by the said *Ezra Eldred*, his heirs, executors, administrators or assigns, or any other person or persons lawfully claiming or to claim from, by or under him, them, or any of them, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Alfred Aston* party hereunto, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Ezra Eldred*, his executors, administrators and assigns, in manner following, (that is to say) that he the said *Alfred Aston* party hereunto, his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *Ezra Eldred*, his executors, administrators or assigns, the said sum of 2080*l.* at such times and place, and in such manner and form as are herein before mentioned for payment thereof; without any deduction or abatement for taxes or otherwise as aforesaid, according to the purport of the aforesaid proviso, and the true intent and meaning of these presents. And also shall and will at his, their or some of their own proper costs and charges bear, satisfy and pay all such taxes, charges, assessments and payments as aforesaid; and thereof and therefrom shall and will save, defend, keep harmless and indemnified the said *Ezra Eldred*, his heirs, executors, administrators and assigns, and the said sum of 2080*l.* And also that he the said *Alfred Aston* party hereunto, is and standeth lawfully, rightfully and absolutely seised in his demesne as of fee of and in the said messuages, farms, lands, tenements, hereditaments and premises, of a good, sure, lawful, absolute and indefeasible estate of inheritance in fee-simple or fee-tail, to him and his heirs, or the heirs male of his body, with the immediate remainder thereupon expectant to him and his heirs; without any reversion or remainder in the king's majesty, trust, limitation, power of revocation, use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void, lessen, incumber or deter-

The mortgagor covenants to pay, &c.

free from taxes;

and that he is seised in fee or fee-tail,

free from incumbrances,

mine

(with excep-
tion)

and that (after
default of pay-
ment) the mort-
gagor may enter
and enjoy,

free from in-
cumbrances,

except a join-
ture for a life.

The mortgagor
covenants to
make further
assurances,

(after default of
payment)

mine the same, (except as is herein after excepted). And further, that he the said *Ezra Eldred*, his heirs and assigns, shall or lawfully may from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 2080*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said messuages, farms, lands, tenements, hereditaments and premises, and receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Alfred Aston* party hereunto, his heirs or assigns, or of or by any other person or persons whomsoever, (except as is herein after excepted;) and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Alfred Aston* party hereunto, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or to be had, made, done, committed, occasioned or suffered by the said *Alfred Aston* party hereunto, his heirs or assigns, or by any other person or persons whomsoever; (other than and except the estate for life of the said *Dorothy Aston*, of and in such part of the premises as are herein before mentioned to be now in jointure to her for the term of her life). And moreover, that he the said *Alfred Aston* party hereunto, and his heirs, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, either in law or equity, of, in, to or out of the said messuages, farms, lands, tenements, hereditaments and premises, or any of them, or any part thereof, (except the said *Dorothy Aston*, for or in respect only of her said estate for life, of and in such part of the premises as are now in jointure to her as aforesaid) shall and will from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 2080*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request, and at the proper costs and charges in the law of the said *Ezra Eldred*, his heirs, executors, administrators or assigns, make, do and execute, or cause and procure to be made, done and executed, all and every such further and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, for the further, better,

more

more perfect and absolute granting, conveying and assuring of the said messuages, farms, lands, tenements, hereditaments and premises, with their appurtenances, unto the said *Ezra Eldred*, his heirs and assigns, to his and their use; freed and absolutely discharged of and from the aforesaid proviso or agreement for redemption of the premises, and all equity thereupon; as by the said *Ezra Eldred*, his heirs, executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably advised, or devised and required. And lastly, it is hereby declared and agreed by and between the said parties to these presents, that in the mean time, and until default shall happen to be made of or in payment of the said sum of 2080 *l.* or some part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, it shall and may be lawful to and for the said *Alfred Aston* party hereunto, and his heirs, peaceably and quietly to have, hold and enjoy the said messuages, farms, lands, tenements, hereditaments and premises, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; without the lawful let, suit, trouble or interruption of or by the said *Ezra Eldred*, his heirs, executors, administrators or assigns, or any of them, or of any other person or persons lawfully claiming or to claim from, by or under him, them, or any of them. In witness, &c.

free from redemption.

Agreement that the mortgagor shall enjoy until default of payment.

A mortgage in fee by father and son of a manor, No. 8. advowson, &c. with exceptions as to parcels, and as to certain mortgage terms which are now by another deed assigned in trust for the mortgagee. The father having a power by his marriage-settlement to appoint portions for younger children, covenants that he will not appoint them in prejudice of this security. The mortgagee covenants to accept less than lawful interest on early payment, and not otherwise.

THIS indenture made the eleventh day of July anno Domini 1726. and in the thirteenth year of the reign of our sovereign lord George, by the grace of God, of Great Britain, France and Ireland king, &c. between *Amos Archer* the elder of *Barden* in the county of *Cumberland*, esq; son and heir of *Sir Amos Archer* late of the same place, knt. deceased, and *Amos Archer* the younger, esq; son and heir apparent of the said *Amos Archer* the elder of the one part, and *Denzil Deal* of *London*, esq; of the other part witnesseth, that for and

The parties.

The consideration.

in consideration of the sum of 6000*l.* of lawful money of Great Britain to the said *Amos Archer* the elder and *Amos Archer* the younger, or one of them, or by their order and direction well and truly paid by the said *Denzil Deal*, at or before the enfealing and delivery of these presents; the receipt and payment whereof accordingly they the said *Amos Archer* the elder and *Amos Archer* the younger do hereby acknowledge; and thereof and of every part thereof do acquit, release and discharge the said *Denzil Deal*, his heirs, executors, administrators and assigns, and every of them for ever by these presents; they the said *Amos Archer* the elder and *Amos Archer* the younger have, and each of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, release and confirm unto the said *Denzil Deal*, his heirs and assigns, all that the manor or lordship of *Baraen*, with the rights, royalties, members and appurtenances thereof in the said county of *Cumberland*; and all that the advowson, donation and right of patronage and presentation, of, in and to the rectory and parish church of *Barden* in the said county of *Cumberland*; and also all that capital messuage or mansion-house, commonly called or known by the name of *Barden Hall* in *Barden* aforesaid in the said county of *Cumberland*, being now the dwelling-house of the said *Amos Archer* the elder; and also all houses, out-houses, edifices, buildings, barns, stables, courts, yards, gardens, orchards, and other hereditaments of or belonging to the said capital messuage or mansion-house, or therewith used or enjoyed; and also all those lands, meadows, pastures or inclosed grounds, with the appurtenances now or heretofore called *Barden Park*; and also all those several pieces or parcels of land, meadow or pasture ground, with their appurtenances, lying or being near the said capital messuage, and late or sometime in the tenure or occupation of the said Sir *Amos Archer*, containing altogether two hundred acres, more or less, being now of the yearly value of 200*l.* or thereabouts, [*here follow more parcels*]; and also all that woodland or ground, with the appurtenances, lying or being within the lordship or parish of *Barden* aforesaid, and containing by estimation sixty-one acres, more or less; and also all that woodland or ground, with the appurtenances, lying or being within the lordship and parish of *Enfield*, and containing by estimation twelve acres, more or less; and also all that woodland or ground, with the appurtenances, lying or being within the lordship and parish of *Fixley*, and containing by estimation two acres, more or less; and also all that woodland or ground, with the appurtenances, lying and being in the parish of *Barden* aforesaid, commonly called or known by the name of *Gibland*, and containing by estimation eight acres, more or less; which last mentioned parcel of woodland was lately purchased by the said *Amos Archer* the elder to him and his heirs, of and from *Hugh Hall* and others, by indentures of lease and release bearing date

The grant, release, &c.

The parcels, a manor, advowson, &c.

date respectively the second and third days of *December 1715*. all which said woodlands before mentioned now are or late were in the tenure or occupation of the said *Amos Archer* the elder, his assigns, lessees or under-tenants, and are together of the yearly value of *84 l.* or thereabouts; and also all messuages, farms, granges, mills, tofts, cottages, dove-houses, buildings, barns, stables, gardens, orchards, lands, tenements, meadows, pastures, parks, commons, woods, underwoods, coppices, and the ground and soil of the same warrens, rents, reversions, services, courts-leet, courts-baron, rights, royalties, privileges, profits, commodities, advantages, emoluments, hereditaments, and appurtenances whatsoever to the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, or any of them, or any part or parcel thereof belonging or in any wise appertaining; or with them, or any of them, used, occupied, possessed or enjoyed, or accepted, reputed, taken or known as part, parcel or member of them, or any of them; and also all other the messuages, lands, tenements and hereditaments whatsoever of them the said *Amos Archer* the elder and *Amos Archer* the younger, or either of them, situate, lying or being within the said county of *Cumberland*, (other than and except all that messuage, tenement and farm, called *Jog Farm*, with the appurtenances and the lands thereunto belonging, situate and lying in *Barden* aforesaid, and lately granted unto *Kenrick Archer* (brother of the said *Amos Archer* the elder) for the term of ninety-nine years; and other than and except all those three messuages or tenements, with their appurtenances, in *Lede* in the said county of *Cumberland*, now or late or sometime in the several tenures or occupations of *Matthew Mills*, *Nahum Norris* and *Owen Oldys*, or their assigns (all which said manor, advowson, messuages, lands, tenements, hereditaments and premises mentioned, or intended to be hereby granted and released, (except before excepted) are now in the actual possession of the said *Denzil Deal*, by virtue of a bargain and sale to him thereof made by the said *Amos Archer* the elder and *Amos Archer* the younger, for the term of one whole year, in consideration of *5 s.* to them paid by the said *Denzil Deal*, in and by one indenture bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession made and provided); and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, trust, property, power and powers of charging, equity of redemption, claim and demand whatsoever, both at law and in equity, of them the said *Amos Archer* the elder and *Amos Archer* the younger, and of each or either of them, of, in, to or out of the said manor, advowson, messuages, lands, tenements, hereditaments and premises, or any of them, or any part or parcel thereof, (except before excepted;) to have and to hold the said manor, advowson, messuages,

General words.

Exceptions.

Bargain, &c. for a year mentioned.

General words.

Habendum

to the mortgagee
in fee, subject to
redemption.

Proviso for re-
demption on
payment,

without deduc-
tion for taxes.

The mortgagors
covenant for
payment of the
principal and
interest, free
from taxes.

suages, farms, lands, tenements, hereditaments, and all and singular other the premises mentioned or intended to be hereby granted and released, with their and every of their appurtenances, (except before excepted) unto the said *Denzil Deal*, his heirs and assigns, to and for the only proper use and behoof of him the said *Denzil Deal*, and of his heirs and assigns for ever; subject to the proviso and agreement next herein after contained for redemption of the premises: (that is to say) provided always nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that if the said *Amos Archer* the elder and *Amos Archer* the younger, or either of them, their or either of their heirs, executors or administrators, shall and do well and truly pay, or cause to be paid, unto the said *Denzil Deal*, his executors, administrators or assigns, at or in the common dining-hall of the *Middle-Temple London*, the full and just sum of 6300*l.* of lawful money of *Great Britain*, without any deduction or abatement out of the same or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause or thing whatsoever taxed, charged or imposed, or to be taxed, charged or imposed upon the premises or any of them, or upon the said *Denzil Deal*, his heirs, executors, administrators or assigns, for or in respect thereof, by authority of parliament, or otherwise howsoever, in manner following, (that is to say) the sum of 150*l.* part thereof, upon the eleventh day of *February* now next ensuing, and the sum of 6150*l.* residue and in full payment of the said sum of 6300*l.* upon the eleventh day of *August* then next ensuing, and which will be in the year of our Lord 1727. then and in such case he the said *Denzil Deal*, his heirs or assigns, shall and will at any time or times thereafter, upon the request, and at the costs and charges in the law of the said *Amos Archer* the elder and *Amos Archer* the younger, or either of them, their or either of their heirs or assigns, re-convey and re-assure the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, mentioned or intended to be hereby granted and released, with their appurtenances, unto the said *Amos Archer* the elder and *Amos Archer* the younger, their heirs or assigns, or as they shall in that behalf direct or appoint, free from all incumbrances made or done, or to be made or done by the said *Denzil Deal*, his heirs, executors, administrators, or assigns, or any other person or persons lawfully claiming or to claim from, by or under him, them, or any of them, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Amos Archer* the elder and *Amos Archer* the younger do, and each of them doth for themselves and each of them, their and each of their heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Denzil Deal*, his heirs, executors, administrators and assigns by these presents, in manner following, (that is to say) that they the said *Amos Archer* the elder and *Amos Archer* the younger, or one of them, their or one

of their heirs, executors or administrators, shall and will well and truly pay, or cause to be paid, unto the said *Denzil Deal*, his executors, administrators or assigns, the said sum of 6300*l.* at such times and place, and in such manner and form, as are herein before mentioned for payment thereof, without any deduction or abatement for taxes or otherwise as aforesaid, according to the purport of the aforesaid proviso, and the true intent and meaning of these presents; and also shall and will at his and their, or some or one of their own proper costs and charges bear, satisfy and pay all such taxes, charges, assessments and payments as aforesaid, and thereof and therefrom shall and will save, defend, keep harmless and indemnified the said *Denzil Deal*, his heirs, executors, administrators and assigns, and every of them, and the said sum of 6300*l.* And also that they the said *Amos Archer* the elder and *Amos Archer* the younger, or one of them, have or hath at the time of the enfealing and delivery of these presents in themselves or one of them good right, full power and lawful and absolute authority to grant and convey the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, mentioned or intended to be hereby released, with their appurtenances, unto and to the use of the said *Denzil Deal*, his heirs and assigns, in manner aforesaid, and according to the purport, true intent and meaning of these presents (except as is herein after excepted). And further, that it shall and may be lawful to and for the said *Denzil Deal*, his heirs and assigns, from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 6300*l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant herein before contained for payment of the same, and the true intent and meaning of these presents, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, (except before excepted) and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Amos Archer* the elder and *Amos Archer* the younger, or either of them, their or either of their heirs or assigns, or of or by any other person or persons whomsoever (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *Amos Archer* the elder and *Amos Archer* the younger, or one of them, their or one of their heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, and of, from and against all and singular other estates, titles, troubles, charges and incumbrances whatsoever, had, made, done, com-

and that they or one, &c. has power to convey;

and that (after default in payment) the mortgagee may enter and enjoy,

free from incumbrances.

Exception of
several mort-
gages,
which by ano-
ther deed of this
date

are assigned

in trust for the
mortgage, &c.

mitted, occasioned or suffered, or to be had, made, done, com-
mitted, occasioned or suffered, by the said *Amos Archer* the elder
and *Amos Archer* the younger, or either of them, their or either
of their heirs or assigns, or by any other person or persons what-
soever; except one indenture dated on or about the twenty-sixth
day of *May* 1696. whereby the said *Amos Archer* the elder, for
the considerations therein mentioned, did grant, bargain and sell
part of the premises hereby or mentioned to be hereby released,
with their appurtenances, by way of mortgage unto *Philip Penn*,
then of *London*, esq; since deceased, his executors, administra-
tors and assigns, from the day before the day of the date of the
same indenture, for the term of five hundred years, without im-
peachment of waste; for securing to the said *Philip Penn*, his
executors, administrators or assigns, the sum of 1200*l.* prin-
cipal money, with interest for the same, at 4*l.* per cent. per ann.
at certain days and times in the same indenture for that purpose
limited, and long since past; and also except one other indenture
dated on or about the ninth day of *December* 1697. whereby the
said *Amos Archer* the elder, for the considerations therein men-
tioned, did release, ratify and confirm the premises in and by the
said first excepted indenture granted, with their appurtenances,
unto the said *Philip Penn*, his executors, administrators and as-
signs, for all the then residue of the said term of five hundred
years therein; and also did grant, bargain and sell other part of
the premises herein before mentioned to be hereby released, with
their appurtenances, unto the said *Philip Penn*, his executors,
administrators and assigns, from the day before the day of the
date of the said last excepted indenture for the term of five hun-
dred years, without impeachment of waste; under a proviso in
the said last excepted indenture contained for redemption of all
the said mortgaged premises on payment of 2400*l.* principal
money, and interest for the same at the rate of 5*l.* per cent. per
annum, by the said *Amos Archer* the elder unto the said *Philip*
Penn, his executors, administrators or assigns, at certain days
and times therein for that purpose limited, and long since past:
The now residue of which said several terms of five hundred years
and five hundred years are by indenture quadrupartite bearing
even date herewith (and made or mentioned to be made between
Ralph Penn, esq; sole executor of the last will and testament
of *Simon Penn*, esq; his late father, deceased, who was son and
sole executor of the last will and testament of the said *Philip*
Penn, of the first part, the said *Amos Archer* the elder and *Amos*
Archer the younger of the second part, the said *Denzil Deal* of
the third part, and *Titus Deal* of *Ems* in the county of *Wilts*, esq;
of the fourth part) assigned or mentioned to be assigned to the said
Titus Deal, his executors, administrators and assigns, in trust
for the said *Denzil Deal*, his executors, administrators and as-
signs (subject nevertheless to redemption, by virtue of the proviso
for that purpose herein before contained, on payment of the said
sum of 6300*l.* in manner aforesaid). And the said *Amos Archer*
the

the elder and *Amos Archer* the younger do, and each of them doth for themselves and each of them, their and each of their heirs, executors and administrators, hereby further covenant, promise, grant and agree to and with the said *Denzil Deal*, his heirs, executors, administrators and assigns, that they the said *Amos Archer* the elder and *Amos Archer* the younger, and their heirs, and all other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, either at law or in equity, of, in, to or out of the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premises, mentioned or intended to be hereby released, or any of them, or any part thereof, shall and will from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 6300 *l.* or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request, and at the proper costs and charges in the law of the said *Denzil Deal*, his heirs, executors, administrators or assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying and assuring of the said manor, advowson, messuages, lands, tenements, hereditaments and premises, with their appurtenances, (except before excepted) unto and to the use of the said *Denzil Deal*, his heirs and assigns; freed and absolutely discharged of and from the aforesaid proviso and agreement herein before contained, and all other provisos and agreements for redemption of the same premises or any part thereof, as by the said *Denzil Deal*, his heirs, executors, administrators or assigns, or his or their or any of their counsel learned in the law shall be reasonably advised, or devised and required. And it is hereby declared and agreed by and between all the said parties to these presents, that in the mean time, and until default shall happen to be made of or in payment of the said sum of 6300 *l.* or some part thereof, contrary to the form and effect of the said proviso and covenant herein before contained for payment of the same, it shall and may be lawful to and for the said *Amos Archer* the elder and *Amos Archer* the younger, and their heirs, peaceably and quietly to have, hold and enjoy the said manor, advowson, messuages, lands, tenements, hereditaments and premises, mentioned or intended to be hereby granted and released, and to receive and take the rents and profits thereof, and of every part thereof, to and for their own use and benefit; without the lawful let, suit, trouble or interruption of or by the said *Denzil Deal*, his heirs, executors, administrators or assigns, or any of them, or of or by any other person or persons lawfully claiming or to claim from, by or under, or in trust for him, them, or any of them.

The mortgagors
covenant

(after default of
payment)

to make further
assurances,

without re-
demption;

and in the mean
time the mort-
gagors to en-
joy.

The settlement
previous to the
father's mar-
riage recited,

whereby a term
was created

to raise portions
and mainte-
nances for
younger chil-
dren, as he
should think fit,

and subject
thereto to at-
tend the inheri-
tance.

He covenants
that he has not
charged or ap-
pointed;

and that he will
not hereafter,

so as to pre-
judice this se-
curity, &c.

And whereas by indenture tripartite of settlement bearing date the twenty-fifth day of *October* 1703, made previous and in order to the marriage of the said *Amos Archer* the elder with *Mary* his now wife, the greatest part of the said manor, advowson, messuages, lands, tenements, hereditaments and premises, mentioned or intended to be hereby granted and released, are and were (*inter alia*) limited from and after the decease of him the said *Amos Archer* the elder unto *Zacheus Zouch* the younger and *Adam Zouch*, esqs; in the same indenture named, their executors, administrators and assigns, for the term of one thousand years, without impeachment of waste; in trust out of the premises in the same term comprized, by the ways and means in the said settlement in that behalf mentioned, to raise and pay unto and for such child or children of him the said *Amos Archer* by the said *Mary* his now wife (besides an eldest or only son) such sum or sums of money, and at such time or times, and in such manner, as he the same *Amos Archer* should think fit to be raised out of the same, for the maintenance, portions and provision of or for such child or children, and as he the said last named *Amos Archer*, by any deed or deeds in writing under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing, attested in like manner, should declare and appoint; and subject to and chargeable with the same trust, in trust to attend and wait upon the freehold and inheritance expectant upon the determination of the said term of one thousand years: now this indenture further witnesseth, that in consideration of the said sum of 6000*l.* so lent and paid by the said *Denzil Deal* aforesaid, he the said *Amos Archer* the elder doth hereby for himself, his heirs, executors and administrators, further covenant, promise, grant and agree to and with the said *Denzil Deal*, his heirs, executors, administrators and assigns, that he the said *Amos Archer* the elder hath not at any time heretofore, by any such his deed, writing or will as aforesaid, or otherwise howsoever, charged, directed or appointed any sum or sums of money whatsoever to be raised or paid out of the premises in the said term of one thousand years comprized, or any part thereof, for the maintenance, portions or provision of such his child or children as aforesaid, or any of them; and that he the said *Amos Archer* shall not nor will at any time or times hereafter make any such charge, direction or appointment as aforesaid, or otherwise charge or incur the said term of one thousand years, or the premises therein comprized and herein before granted and released, or any of them, or any part thereof, with the payment of any sum or sums of money to or for the benefit of all or any such his child or children as aforesaid, so as to prejudice, weaken or obstruct the security hereby made or given; but all such charges (if any be) shall be deemed, esteemed, adjudged and taken only as a subsequent charge, and postponed to the said sum of 6000*l.* principal money, secured and made payable to the said *Denzil Deal*, his executors, administrators or assigns

assigns as aforesaid, and the interest hereafter to grow due for the same, and every or any part thereof. And lastly, the said *Denzil Deal* doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said *Amos Archer* the elder and *Amos Archer* the younger, their heirs, executors and administrators, that in case they the said *Amos Archer* the elder and *Amos Archer* the younger, or either of them, their or either of their heirs, executors or administrators, shall and do yearly and every year from time to time, and for so long time as the said principal sum of 6000 *l.* or any part thereof, shall remain due and owing to the said *Denzil Deal*, his executors, administrators or assigns, upon this present mortgage and security, well and truly pay, or cause to be paid unto the said *Denzil Deal*, his executors, administrators or assigns, by equal half-yearly payments, upon every twelfth day of *February* and twelfth day of *August* in every year, or within three kalendar months next after every of the same respective half-yearly days of payment, the yearly sum of 270 *l.* of lawful money of *Great Britain*, for the interest of the said whole principal sum of 6000 *l.* (being after the rate of 4 *l.* 10 *s.* per cent. per ann.) and so proportionably, and after that rate for so much of the said 6000 *l.* as shall then remain due or owing; then and in such case, and not otherwise, he the said *Denzil Deal*, his executors, administrators or assigns, shall and will from time to time receive and accept of the same, in lieu and satisfaction of and for the interest after the rate of 5 *l.* per cent. per ann. herein before provided and covenanted to be paid for the said principal sum of 6000 *l.* and shall and will from time to time give receipts and discharges for the same accordingly, as if the whole interest of the said 6000 *l.* after the rate of 5 *l.* per cent. per ann. were actually paid; any covenant, proviso or agreement herein before contained to the contrary thereof in any wise notwithstanding. In witness, &c.

The mortgagee covenants,

upon timely payment, &c. to accept less than lawful interest,

and not otherwise.

A mortgage in fee to two former mortgagees in fee, No. 9. one of them being a trustee for the other. This is by a release of the former equity of redemption, and a confirmation of their estate, subject to a new proviso, &c. for redemption on payment of the now consideration-money, viz. the former and an additional sum.

THIS indenture made the twentieth day of *July* anno Domini 1727 and in the first year of the reign of our sovereign lord *George* the second, by the grace of God, of *Great Britain, France and Ireland*, king, defender of the faith, &c. between *Amos Ash* of, &c. esq; of the one part, and *Bevil Bunce* of,

The parties]

Recital of a mortgage in fee by lease and release,

made to the mortgagee and his trustee.

The parcels.

Halendum to their use in fee, in trust for the mortgagee in fee, under a proviso for redemption.

Recital that the principal and interest are due, and a further sum is now wanted.

The consideration, the former and another sum.

The release.

of, &c. esq; and *Caleb Coe* of, &c. esq; of the other part. Whereas by indentures of lease and release, the lease bearing date the day next before the day of the date of the release, and the release being quadrupartite, and bearing date on or about the twentieth day of *April* last past before the date of these presents, and made or mentioned to be made between the said *Amos Ash* of the first part, *David Dell* of *Lombard-street London*, goldsmith, of the second part, *Edmund Ent* of, &c. in the county of *Gloucester*, esq; of the third part, and the said *Bevil Bunce* and *Caleb Coe* of the fourth part, it is witnessed, that in consideration of the sum of 5000 *l.* of lawful money of *Great Britain*, paid to the said *Amos Ash* by the said *Bevil Bunce*, and of 5 *s.* of like money paid by the said *Caleb Coe*, he the said *Amos Ash* did (at the nomination of the said *Bevil Bunce*, and with the privity of the said *Edmund Ent*) grant and convey to the said *Bevil Bunce* and *Caleb Coe*, and to their heirs and assigns, all those grounds or inclosures called or known by the name or names, or descriptions of [*here the names, &c. of parcels*] which heretofore were mortgaged or conveyed to the said *Amos Ash*, or any person or persons in trust for him by the said *Edmund Ent*, for the securing of several sums of money, amounting in the whole to the sum of 2360 *l.* besides interest; to hold to the said *Bevil Bunce* and *Caleb Coe*, their heirs and assigns, to their use for ever, in trust for the said *Bevil Bunce*, his heirs, executors, administrators and assigns; under a proviso nevertheless therein contained for redemption of the premises on payment by the said *Amos Ash*, his heirs, executors, administrators or assigns, unto the said *Bevil Bunce*, his executors, administrators or assigns, the full sum of 5250 *l.* of lawful money of *Great Britain*, at the place, times, and in manner therein mentioned, as in and by the said in part recited indenture, amongst divers covenants and agreements therein contained, relation being thereunto had, may more fully and at large appear. And whereas the said sum of 5000 *l.* and the interest thereof, is still due and owing and unpaid. And whereas the said *Amos Ash* having occasion for the further sum of 1000 *l.* hath requested the said *Bevil Bunce* to advance the same on the security of the said messuages, lands and premises; who hath agreed to lend and advance the same accordingly: now this indenture witnesseth, that for the further and better securing of the said sum of 5000 *l.* so lent by the said *Bevil Bunce* to the said *Amos Ash* as aforesaid, and the interest due and to grow due for the same; and for and in consideration of the further sum of 1000 *l.* of lawful money of *Great Britain*, to the said *Amos Ash* in hand paid, at and before the enfealing and delivery of these presents, well and truly paid by the said *Bevil Bunce*; the receipt whereof he the said *Amos Ash* doth hereby acknowledge, and thereof, and of and from every part and parcel thereof doth acquit, release and discharge the said *Bevil Bunce*, his heirs, executors, administrators and assigns by these presents; he the said *Amos Ash* hath remised, released, and for ever quit-

quit-claimed, and by these presents doth remise, release, and for ever quit-claim unto the said *Bevil Bunce* and *Caleb Coe*, their heirs, executors, administrators and assigns, the said proviso or agreement for redemption of the said messuages, lands and premisses by the said recited indentures of lease and release mentioned to be granted and conveyed, and all other provisos or agreements, power, right, title and equity in him the said *Amos Ash*, or which he the said *Amos Ash* hath or may claim for redemption of the said messuages, lands, tenements, hereditaments and premisses, and every or any of them, in any wise howsoever. And this indenture further witnesseth, that for the consideration aforesaid he the said *Amos Ash* hath ratified and confirmed, and by these presents doth ratify and confirm unto the said *Bevil Bunce* and *Caleb Coe*, their heirs and assigns, all and singular the said messuages, lands, tenements, hereditaments and premisses in and by the said recited indentures of lease and release mentioned to be granted and conveyed as aforesaid, with their and every of their appurtenances; to hold the same unto the said *Bevil Bunce* and *Caleb Coe*, their heirs and assigns, to their use for ever; in trust for the said *Bevil Bunce*, his heirs, executors, administrators and assigns; discharged of the proviso and agreement before mentioned for redemption of the premisses.

of the proviso
for redemption.

The confirma-
tion, &c. to the
mortgagee

in fee,
in trust for the
lender.

Provided always, and it is hereby declared and agreed by and between the said parties to these presents, and the said *Bevil Bunce*, for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and agree to and with the said *Amos Ash*, his heirs, executors, administrators and assigns, by these presents, that if he the said *Amos Ash*, his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid unto the said *Bevil Bunce*, his executors, administrators or assigns, at or in the now dwelling-house of the said *Caleb Coe*, situate in or near *Cheapside*, *London*, not only the said sum of 5250*l.* at the times in the proviso of the said recited indenture of release mentioned for payment thereof, but also the said sum of 1000*l.* now lent and paid to him as aforesaid, with interest for the same, at and after the rate of 5*l.* per cent. per annum, on the twenty-sixth day of *April* now next ensuing, and which shall be in the year of our Lord 1728. without making any deduction, defalcation or abatement out of the same, or any part thereof, for or by reason of any taxes, charges, assessments, royal aids, issues, reprises, or payments taxed, charged, assessed or imposed, or to be taxed, charged, assessed or imposed by authority of parliament, or otherwise howsoever, or any other matter, cause or thing whatsoever; then they the said *Bevil Bunce* and *Caleb Coe*, their heirs or assigns, shall and will, at the request, costs and charges in the law of the said *Amos Ash*, his heirs or assigns, convey the said messuages, lands, tenements, hereditaments and premisses in and by the said recited indentures of lease and release mentioned to be granted and conveyed as aforesaid, unto the said *Amos Ash*, his heirs and assigns,

Proviso on pay-
ment of princi-
pal and interest
at a certain
time and place,

without deduc-
tion,

the mortgagees
to reconvey, &c.

or

The mortgagor
covenants to pay
the money, &c.

and for quieten-
try and enjoy-
ment after de-
fault in pay-
ment;

and for further
assurances

after default of
payment.

or unto such person or persons as he or they shall nominate and appoint; freed and discharged of and from all charges and incumbrances had, made, done or committed by them the said *Bevil Bunce* and *Caleb Coe*, their heirs, executors, administrators or assigns, or any of them. And the said *Amos Ash* for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and grant, to and with the said *Bevil Bunce*, his executors, administrators and assigns by these presents, that he the said *Amos Ash*, his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *Bevil Bunce*, his executors, administrators or assigns, the said sum of 1000*l.* and the interest which shall be due for the same, at the place, time, and in manner herein before mentioned for payment thereof, without making any deduction, defalcation or abatement out of the same or any part thereof for taxes, or otherwise as aforesaid. And the said *Amos Ash* for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said *Bevil Bunce* and *Caleb Coe*, their executors, administrators and assigns by these presents, in manner following, (that is to say) that they the said *Bevil Bunce* and *Caleb Coe*, their heirs, executors, administrators and assigns, shall and lawfully may from time to time, and at all times from and after any default shall be made of or in payment of the said sums of 5250*l.* and 1000*l.* and interest, or any part thereof, contrary to the tenor, true intent and meaning of the above-written proviso or agreement for payment thereof, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said messuages, lands, tenements, hereditaments and premises, in and by the said recited indentures of lease and release mentioned to be granted and conveyed as aforesaid, and every of them, with their and every of their appurtenances, and receive and take the rents, issues and profits thereof, to and for their own use and benefit, in trust as aforesaid; without any let, suit, trouble, denial, disturbance or interruption of or by the said *Amos Ash*, his heirs, executors or administrators, or any other person or persons whatsoever lawfully claiming or to claim by, from or under, or in trust for him the said *Amos Ash*. And further, that he the said *Amos Ash*, his heirs, executors and administrators, and all and every other person and persons having or lawfully claiming, or that shall or may have or lawfully claim any estate, right, title or interest, of, in, to or out of the said messuages or tenements, lands, hereditaments and premises, in and by the said recited indentures of lease and release mentioned to be granted and conveyed as aforesaid, or any of them, by, from or under him, them or any of them, shall and will from time to time, and at all times from and after any default shall be made of or in payment of the said sums of 5250*l.* and 1000*l.* and interest, or any part thereof, contrary to the tenor, true intent and meaning of the proviso or agreement for payment thereof, at or upon every reasonable request of the said *Bevil Bunce*, his executors,

executors, administrators or assigns, but at the proper costs and charges in the law of the said *Amos Ash*, his heirs, executors, administrators or assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying and assuring of the said messuages, lands, tenements, hereditaments and premises, in and by the said recited indentures of lease and release mentioned to be granted and conveyed as aforesaid, and every of them, unto the said *Bevil Bunce* and *Caleb Coe*, their heirs and assigns, to their use for ever (in trust as aforesaid) as by the said *Bevil Bunce*, his executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably devised, or advised and required.

And it is hereby declared and agreed by and between the said parties to these presents, that in the mean time, and until default shall be made of or in payment of the said sums of 5250*l.* and 1000*l.* and interest, or some part thereof, contrary to the tenor, true intent and meaning of the above-written proviso or agreement for payment thereof, it shall and may be lawful to and for the said *Amos Ash*, his heirs, executors and administrators, peaceably and quietly to have, hold and enjoy all and singular the said messuages or tenements, lands, hereditaments and premises, in and by the said recited indentures of lease and release mentioned to be granted and conveyed as aforesaid, and to receive and take the rents, issues and profits thereof, to his and their own use and benefit; without any the lawful let, suit, denial, disturbance or interruption of or by the said *Bevil Bunce* and *Caleb Coe*, their heirs, executors, administrators or assigns, or any other person or persons lawfully claiming or to claim by, from or under them, or any of them. In witness, &c.

Agreement that the mortgagor may enjoy until default in payment.

A mortgage by demise; by a father, to secure his daughter's portion, which by marriage-articles is to be applied to certain uses. Agreement that he shall not be bound to see the application. No. 10.

THIS indenture tripartite, made the tenth day of November anno Domini 1723. and in the tenth year of the reign of our sovereign lord *George*, &c. between *Amos Archer* of *Bruton* in the county of *Bedford*, esq; of the first part, *Darby Deal* of the parish of *Egar* in the said county of *Bedford*, esq; of the second part, and *Flavia Archer* spinster, eldest daughter of the said *Amos Archer*, and *George Deal*, esq; nephew of the said *Darby Deal*, of the third part. Whereas a mar-

The parties.

An intended marriage recited, and marriage articles;

By which the lady's father covenanted with the husband's uncle by mortgage to secure her portion.

The consideration.

The demise.

The parcels.

General words.

marriage is intended by the grace of God to be shortly had and solemnized between the said *George Deal* and the said *Flavia Archer*. And whereas by indenture tripartite bearing date the day next before the day of the date hereof, and made or mentioned to be made between the said *Amos Archer* and *Flavia Archer* of the first part, the said *Darby Deal* of the second part, and the said *George Deal* of the third part, in consideration of the said intended marriage, and for other the considerations therein mentioned, he the said *Amos Archer* did covenant, promise, grant and agree to and with the said *Darby Deal*, his executors, administrators and assigns, that he the said *Amos Archer* should and would by mortgage of his manor, lands and hereditaments herein after mentioned, by indenture to bear date the day next after the day of the date of the said indenture tripartite, well and sufficiently secure unto the said *Darby Deal*, his executors or administrators, the payment of the sum of 4000*l.* of lawful money of *Great Britain*, at the end of one year next after the solemnization of the said intended marriage, with interest for the same in the mean time after the said marriage, until payment thereof, at the rate of 5*l.* per cent. per annum, in full for the marriage-portion of the said *Flavia Archer* his daughter; which said sum of 4000*l.* when paid, should be applied and disposed of in such manner, upon such trusts, and for such intents and purposes, as in the said indenture tripartite are mentioned, expressed and declared of and concerning the same; as by the said recited indenture tripartite, relation being thereunto had, may more at large appear: now this indenture witnesseth, that in consideration of the said intended marriage, and in pursuance and performance of the said recited covenant on the part of the said *Amos Archer*, for securing the payment of the said 4000*l.* and interest for the same, in manner and for the purposes aforesaid, and for and in consideration of the sum of 10*s.* of lawful money of *Great Britain*, to the said *Amos Archer* in hand paid by the said *Darby Deal*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *Amos Archer* hath granted, bargained, sold and demised, and by these presents doth grant, bargain, sell and demise unto the said *Darby Deal*, his executors, administrators and assigns, all that the manor or lordship of *Hennon*, with the rights, royalties, members and appurtenances thereof, in the county of *Kent*; and all that capital messuage or mansion-house, with the appurtenances, called or known by the name of *Hennon Hall*, situate, standing or being in the parish of *Hennon* in the said county of *Kent*; and also all messuages, farms, houses, edifices, buildings, barns, stables, dove-houses, yards, gardens, orchards, lands, tenements, meadows, pastures, commons and common of pasture, trees, coppices, woods, underwoods, and the ground and soil of the same, waters, water-courses, fishings, fowlings, hawkings, huntings, rents, quit-rents, chief rents, reversions, services, rights,

rights, royalties, jurisdictions, liberties, privileges, ways, easements, profits, commodities, advantages, emoluments, hereditaments and appurtenances, to the said manor or lordship, and capital messuage or mansion-house, or either of them, belonging or in any wise appertaining, or with them or either of them used, occupied, possessed or enjoyed, or accepted, reputed, taken or known as part, parcel or member of them, or either of them; and all other the messuages, farms, lands, tenements, meadows, pastures, woods, underwoods, rents and hereditaments whatsoever, which by indentures of lease and release, and bargain and sale duly inrolled in the high court of chancery, the lease bearing date the sixth, and the release and bargain and sale bearing date the seventh of *May* which was in the year of our Lord 1718. and made or mentioned to be made between *Mary Mist* widow, *Nathaniel Norris* the younger, of *Olden* in the county of *Oxford*, esq; and *Ruth* his wife, of the one part, and the said *Amos Archer* of the other part, and by fine *sur consueance de droit come ceo*, &c. in the same indenture of release and bargain and sale covenanted to be levied, and which was duly levied accordingly, were granted and conveyed, or mentioned or intended to be granted and conveyed unto and to the use of him the said *Amos Archer*, and of his heirs and assigns for ever; and all other the freehold messuages, farms, lands, tenements and hereditaments of him the said *Amos Archer*, or whereof or wherein he or any person or persons in trust for him is or are seised of any estate of freehold or inheritance in possession, reversion, remainder or expectancy, situate, lying or being in the said parish of *Hennon*, or elsewhere in the said county of *Kent*, with their and every of their appurtenances; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; to have and to hold the said manor, lordship, capital messuage or mansion-house, messuages, lands, tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said *Darby Deal*, his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the full term and time, and unto the full end and term of one thousand years from thence, next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of waste; subject nevertheless to the proviso and condition herein after mentioned, that is to say: provided always, and upon condition nevertheless, that if the said *Amos Archer*, his heirs, executors or administrators, shall and do well and truly pay, or cause to be paid unto the said *Darby Deal*, his executors, administrators or assigns, at or in the common dining-hall of *Lincoln's Inn* in the county of *Middlesex*, the full and just sum of 4000 *l.* of lawful money of *Great Britain*, at or before the end of one year next after the solemnization of the said intended marriage, together with lawful interest for the same in the mean time

Reference to
purchase deeds.

General words.

Habendum for a
term,

Sans waste,
subject to re-
demption.

The mortgagor
covenants to pay
the money,

and interest;

and that he is
seised in fee,

and has power
to demise, &c.

and after default
of payment,
that the mort-
gagee may enter
and enjoy,

time after the said marriage till payment thereof, subject to the uses, trusts, intents and purposes in the said recited indenture tripartite mentioned, expressed and declared of and concerning the same; without any deduction, defalcation or abatement thereout, or out of any part thereof, for or in respect of any taxes, charges, assessments taxed, charged or imposed, or to be taxed, charged or imposed upon the premises or any of them, or upon the said *Darby Deal*, his executors, administrators or assigns, for or in respect thereof, by authority of parliament, or otherwise howsoever; then and in such case, and at all times from thenceforth, the said premises, and the said term and estate for one thousand years hereby granted, shall cease, determine, and be utterly void to all intents and purposes, any thing herein or in the said recited indenture tripartite contained to the contrary thereof in any wise notwithstanding. And the said *Amos Archer* doth hereby for himself, his heirs, executors and administrators, covenant, grant and agree to and with the said *Darby Deal*, his executors, administrators and assigns, in manner and form following; that is to say, that he the said *Amos Archer*, his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *Darby Deal*, his executors, administrators or assigns, the said sum of 4000 *l.* at such time and place, and in such manner as are herein before mentioned for payment thereof, together also with lawful interest for the same in the mean time after the said marriage until payment thereof; without any deduction or abatement thereout for taxes, or otherwise as aforesaid, according to the purport of the aforesaid proviso, and the true intent and meaning of these presents. And also that he the said *Amos Archer* is and standeth lawfully, rightfully and absolutely seised in his demesne as of fee, of and in the said manor, capital messuage, messuages, farms, lands, tenements, rents, hereditaments and premises, of a good, sure, lawful, absolute and indefeasible estate of inheritance in fee-simple to him and his heirs; without any reversion, remainder, trust, limitation, power of revocation, use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, made void, lessen, incumber or determine the same. And also that he the said *Amos Archer* now hath at the time of the enfealing and delivery of these presents in himself a good right, full power, lawful and absolute authority to grant and demise the said manor, capital messuage, messuages, farms, lands, tenements, rents, hereditaments and premises, with their appurtenances, unto the said *Darby Deal*, his executors, administrators and assigns, for and during the said term of one thousand years as aforesaid, according to the purport, true intent and meaning of these presents. And further, that it shall and may be lawful to and for the said *Darby Deal*, his executors, administrators and assigns, from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 4000 *l.* or the interest thereof,

thereof, or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said manor, capital messuage, messuages, farms, lands, tenements, rents, hereditaments and premises, and to receive and take the rents and profits thereof, and of every part thereof, for all the rest and residue which shall be then to come and unexpired of the said term of one thousand years, without the lawful let, suit, trouble or interruption of or by the said *Amos Archer*, or of or by any other person or persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *Amos Archer*, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, right and title of dower, and particularly the dower and title of dower of *Flavia Archer*, wife of the said *Amos Archer*, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, and of, from and against all former and other estates, titles, troubles, charges and incumbrances whatsoever. And moreover, that he the said *Amos Archer* and his heirs, and all and every other person and persons having or lawfully claiming, or which shall or may have or lawfully claim any estate, right, title, trust or interest, of, in, to or out of the hereby demised premises, or any part thereof, shall and will from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of 4000*l.* or the interest thereof, or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request, and at the costs and charges of the said *Darby Deal*, his executors, administrators or assigns, make, do and execute, or cause and procure to be made, done and executed, all and every such further and other lawful and reasonable acts, deeds and things, devices, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying and assuring of the said manor, capital messuage, messuages, farms, lands, tenements, hereditaments, and other the premises, with their appurtenances, unto the said *Darby Deal*, his executors, administrators and assigns, for and during all the rest and residue which shall be then to come and unexpired of the said term of one thousand years, without impeachment of waste; discharged of the aforesaid proviso for redemption of the premises, or any equity thereupon, as by the said *Darby Deal*, his executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably advised, or devised and required. And it is hereby declared and agreed by and between the said parties to these presents, that in

free from incumbrances,

particularly his wife's dower;

and after default of payment,

for further assurances,

to make term absolute.

Until default in
payment,

the mortgagor to
enjoy.

On payment,

the mortgagor
not obliged to
see the money
applied.

the mean time, and until default shall happen to be made of or in payment of the said sum of 4000 *l.* or the interest thereof, or some part thereof, contrary to the form and effect of the aforesaid proviso and covenant for the payment of the same, and the true intent and meaning of these presents, it shall and may be lawful to and for the said *Amos Archer* and his heirs peaceably and quietly to have, hold and enjoy the said manor, capital messuage, messuages, lands, tenements, rents, hereditaments, and other the premises, and to receive and take the rents and profits thereof, and of every part thereof, to and for his and their own use and benefit; without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *Darby Deal*, his executors, administrators or assigns, or of or by any other person or persons lawfully claiming or to claim from, by or under him, them, or any of them. And lastly, it is hereby further declared and agreed by and between all the said parties to these presents, that upon and after payment of the said sum of 4000 *l.* and the interest thereof, by the said *Amos Archer*, his heirs, executors or administrators, he the said *Amos Archer*, his heirs, executors and administrators, and the manor, lands, tenements and hereditaments hereby, or intended to be hereby granted and demised, shall be for ever freed and discharged therefrom, and from every part thereof, without being obliged to see to the application thereof, any thing herein or in the said recited indenture tripartite contained to the contrary thereof in any wise notwithstanding. In witness whereof, &c.



A
T A B L E
O F

The Principal Matters,

CONTAINED

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